



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

AGENDA NO. 2024-15-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](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Minister Brian Itson of Madison Church of Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-08-WS, dated July 17, 2024

B. Minutes No. 2024-14-RG, dated July 22, 2024

7. PRESENTATIONS AND AWARDS

A. American Legion Post 229 - Post Commander Larry Vannoy and Michele Kinney will introduce the 2024 attendees of the Boys and Girls State

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto: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](mailto:citycouncil@madisonal.gov)

9. PRESENTATIONS OF REPORTS

10. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

- B. **Resolution No. 2024-242-R:** Authorizing the renewal of a Software Licensing Agreement for one year with Carahsoft Technology Corporation for engineering design software (\$3,540 to be paid from Engineering Department budget)
- C. **Resolution No. 2024-243-R:** Authorizing the renewal of RingCentral Phone System through The Interlocal Purchasing System (TIPS), Contract No. 240303 (\$51,409.68 annually to be paid from IT Department budget)
- D. **Resolution No. 2024-244-R:** Providing for the disposition of personal property of negligible value (47 Desktop Computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- E. **Resolution No. 2024-246-R:** Acceptance of deductible recovered for Alabama Municipal Insurance Corporation Claim No. 061420 for incident which occurred on 17th day of January, 2024 to a Public Works vehicle (\$500.00 to be deposited into General Operating account)
- F. **Resolution No. 2024-253-R:** Authorization of expenditure of funds for installation of fence behind Main Street Café (\$20,000 to be paid from Council Special Projects Fund)
- G. **Resolution No. 2024-254-R:** Authorizing the renewal of a Software Licensing Agreement for one year with Carahsoft Technology Corporation for boards and commissions software (\$647.12/mo. to be paid from City Clerk Department budget)
- H. Rejecting the initial bid for Bid No. 2024-009-ITB, Public Safety Annex Renovation, and authorizing the rebid with a reduced scope
- I. Authorization of payment to Huntsville Utilities for Aid-to-Construction performed on Project 23-016 | Hughes Road and Mill Road Signal Replacement (amount not to exceed \$1,538 to be paid from Fund 38)
- J. Authorization of payment to Morell Engineering for work performed on Project 22-002 | Madison Boulevard Resurfacing and Signalization (\$2,274.33 to be paid from Fund 38)
- K. Acceptance of the Innovate Alabama Phase Zero Grant from the Singing River Trail (\$2,000 to be deposited in General Fund)
- L. Acceptance of donations from T. Leaphart in the amount of \$100.00 and M. Flurer in the amount of \$25.00 (to be deposited into Senior Center Donations account)

**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**

**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](mailto: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](mailto:citycouncil@madisonal.gov).

- A. Resolution No. 2024-236-R:** Request for a Restaurant Retail Liquor License from The Beer Hog Madison LLC., doing business as The Beer Hog for their location at 130 Plaza Boulevard
- B. Resolution No. 2024-237-R:** Request for a Restaurant Retail Liquor License from Apex Casual Dining LLC., doing business as Big Whiskey's for their location at 7814 Highway 72 W
- C. Resolution No. 2024-238-R:** Request for an Off-Premises Beer and Wine License from VK & S LLC., doing business as Madison Quickmart for their location at 8064 Old Madison Pike
- D. Resolution No. 2024-239-R:** Request for an Off-Premises Beer and Wine License from VS & K LLC., doing business as Wall Triana Quickmart for their location at 5211 Wall Triana Boulevard
- E. Proposed Ordinance No. 2024-205:** Zoning certain property owned by Old Town Investments LLC consisting of 0.55 acres located north of Town Madison Boulevard and west of the Town Madison interstate ramps from AG (Agriculture) to UC (Urban Center District) (First Reading 07/08/2024)

### 13. DEPARTMENT REPORTS

#### **ENGINEERING**

- A. Resolution No. 2024-222-R:** Authorizing a Professional Services Agreement with S&ME, Inc. for environmental consulting services for FY2024 outfall inspections and illicit discharge screening (amount not to exceed \$31,740, to be paid from Engineering Stormwater Budget - Fund 11)
- B. Resolution No. 2024-226-R:** Authorizing Amendment No. 3 with OHM Advisors for Project No. 22-039 | Segers Road and Maecille Drive Intersection Improvements for combined legal descriptions (amount not to exceed \$1,500, to be paid from Engineering Department budget)
- C. Resolution No. 2024-234-R:** Authorizing a Professional Services Agreement with Nivens & Associates Appraisals, Inc. for the appraisal of properties for Project 23-011 | Balch and Gooch Intersection Improvements (amount not to exceed \$5,300, to be paid from Engineering Department budget)
- D. Resolution No. 2024-235-R:** Authorizing a Professional Services Agreement with URETEK USA, Inc. for void-fill and stabilization on Westchester Road (amount not to exceed \$132,625 to be paid from the Engineering Department budget)
- E. Resolution No. 2024-248-R:** Acceptance of Bellawoods, Phase 2 into the City of Madison Maintenance Program
- F. Resolution No. 2024-249-R:** Acceptance of Bellawoods, Phase 3 into the City of Madison Maintenance Program

#### **PLANNING**

- A. Resolution No. 2024-231-R:** Setting a Public Hearing on Proposed Ordinance No. 2024-232, to amend the Zoning Ordinance revising Article IV, Section 4-15 Downtown Redevelopment Incentive (DRI) Overlay District (First Publication 8/21/2024, Synopsis 8/28/2024, Public Hearing 9/23/2024)
- B. Proposed Ordinance No. 2024-240:** Vacation of utility and drainage easement located within Lots 7A & 7D of Wann Property Subdivision, Phase 4 (First Reading)

- C. Approval of quote from Saris Infrastructure for the purchase of two Deluxe Public Work Stands (bike repair) utilizing funds received from the Innovate Alabama Phase Zero Grant (\$2,700.60 to be paid from the General Service Special Projects fund)

***POLICE***

- A. **Resolution No. 2024-245-R**: Authorizing a Memorandum of Agreement with the Alabama Law Enforcement Agency to establish investigative authority and procedures for use of force by law enforcement officers

- B. **Resolution No. 2024-251-R**: Authorizing a MOU with the Alabama School of Cyber Technology and Engineering and NCAC

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-08-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
July 17, 2024**

The Madison City Council met for a public work session on Wednesday, July 17, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:32 p.m. by Council President Ranae Bartlett.

**The following elected officials were in attendance:**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Administrative Assistant Myranda Staples, Municipal Records Coordinator Lori Spaulding, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Deputy Court Clerk Beth Bellomy, Finance Director Roger Bellomy, Fire Chief David Bailey, City Engineer Michael Johnson Parks and Recreation Director Kory Alfred, Facilities Director Gerald Smith, Police Chief Johnny Gandy, Human Resources Director Megan Zingarelli.

**Compensation Study Update**

Director of Human Resources Megan Zingarelli opened by giving an update on the compensation study. Since the last meeting, Human Resources has met with all Department Heads and Finance on coordinating salary estimates for FY25.

**Key Findings of Financial Report**

- Implementation of the Evergreen plan should fit within the City's expected budgetary constraints
- The new plan should not negatively affect City debt ratings
- Non-salary personnel costs should still fall within budgetary constraints
- The Madison economy has shown extraordinary resistance to recessionary pressure

- Full employment could cause some budgetary stress and reduce, postpone, or otherwise affect spending and borrowing plans for capital projects.

Council President Ranae Bartlett asked if the City has ever been fully staffed, and Ms. Zingarelli responded that she is not aware of the City ever being fully staffed. Mayor Finley added that the City is the closest to being fully staffed right now more than they ever have been. Ms. Zingarelli added that the City currently has around 65 open positions and some of them are open because the salary is not competitive enough.

Ms. Zingarelli's recommendation to the Council was the One-Year Plan. She explained this plan has a more significant cost year over year, but it would have a greater recruitment and retention effect. She would like to approve policy updates to allow for the new pay scales recommended by Evergreen and continues progression. She would also like to approve new pay scales and a one-year implementation plan. If approved, the new pay plan would take effect in October.

#### **Schedule**

- First reading – August 26
- Vote – September 9
- FY 2025 Budget Approval – September 23
- First payroll on new pay scale – October

Council Member Wroblewski asked how employees will be notified about what their new pay rate will be. Ms. Zingarelli answered that Department Heads will sit down with their employees and have a conversation about it as well as give them their letters regarding the increase.

Mayor Finley thanked everyone who has contributed to the compensation study. He explained the increase in salary is to give the employees a fair salary, which is what they have asked for. He stated the City is going to be in the best possible position it can be to retain employees after the increase.

**ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 7:09 p.m.

Minutes No. 2024-08-WS, dated July 08<sup>th</sup>, 2024, read, approved and adopted this 12<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor  
Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Myranda Staples  
Recording Secretary



**MINUTES NO. 2024-14-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
July 22, 2024**

The Madison City Council met in regular session on Tuesday, July 22, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Reverend Carey "C.J. Cobb Garner from Madison Christian Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were City Clerk-Treasurer Lisa D. Thomas, Administrative Assistant Myranda Staples, Municipal Records Coordinator Lori Spaulding, Prosecuting Attorney Tim McFalls, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Economic Development and External Affairs Officer Traci Gillespie

Public Attendance registered: Margi Daly, DeWayne Howell, Jocelyn Broer, Billie Goodson, Carey Cobb (Rev C.J.)

**AMENDMENTS TO AGENDA**

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

- Under Presentations and Awards, Presentation presented by the Madison Chamber of Commerce
- **Resolution No. 2024-221-R:** Under consent agenda, the amount should be \$148,074.78 in place of \$147,074.78. Correction is correct on the consent agenda.



**APPROVAL OF MINUTES**

**MINUTES NO. 2024-13-RG DATED JULY 8, 2024**

Council Member Spears moved to approve Minutes No. 2024-13-RG. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION BY MS. MICHELLE EPLING OF THE MADISON CHAMBER OF COMMERCE ON THE CITY’S ANNUAL APPROPRIATION REQUEST**

Michelle Epling of the Madison Chamber of Commerce provided a report on the Chamber’s use of their FY 2024 appropriation and their plans for the upcoming FY 2025. Ms. Epling shared the mission of the business as well as the highlights of creating community connections and growing businesses. She announced that The Madison Chamber of Commerce as of 2024 is officially an accredited Chamber of Commerce with the Alabama Chamber of Commerce Association.

**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](mailto: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](mailto:citycouncil@madisonal.gov).*

**CARRISA CALLEN**

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

- Shared gratitude to Council Members for moving a library book that contained graphic material to the adult section

**MARGI DALY (DISTRICT 6)**

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

- Objections to Evergreen’s initiatives
- Lights on Hughes and Eastview are malfunctioning

**TARA BAILEY (DISTRICT 5)**

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

- Proposed Ordinance 2024-206- Expressed gratitude to the Council and City Attorney Brian Kilgore for their efforts

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$1,182,403.69
Special General Operating Accounts	\$44,152.53
ADEM Storm Drainage	\$1,110.00
1/ 2 Cent Capital Replacement	\$20,070.60
½ Cent Infrastructure	\$210,381.08
Gasoline Tax and Petroleum Inspection Fees	\$37,612.35
TVA Tax	\$2,796.68
Street Repair and Maintenance	\$1,301.82
CIP Bond Accounts	\$87,337.05
Library Building Fund	\$90,399.48
Venue Maintenance	\$110,000.00

Regular and periodic bills to be paid

**Resolution No. 2024-220-R:** Authorizing the Mayor to enter into an agreement with Chase and Paymentech, LLC for payment processing for the Building Department

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

**Resolution No. 2024-224-R:** Authorizing an amendment to contract with WOW! Business for services at Community Center by converting the fiber circuit from a point-to-point circuit to a DIA circuit (monthly amount changing from \$500 to \$721.99, to be paid from Information Technology Department budget)

**Resolution No. 2024-225-R:** Acceptance of settlement check from GEICO Insurance Company for damage which occurred on November 4, 2023, to Segers Road guardrail (\$15,250 to be deposited to Engineering Department Capital Outlay Account)

**Resolution No. 2024-229-R:** Authorizing an amended agreement with Tyler Technologies for payment processing services for business licenses (one-time fee of \$529, annual fee of \$180, to be paid from Revenue Department budget)

**Resolution No. 2024-230-R:** Authorizing the renewal of contract with River Tree Systems, Inc. for performance of tax and business license auditing services (\$75 per hour to be paid from Revenue Department budget)

Authorizing the Engineering Department to solicit bids for Project No. 22-016 | Signal & Pedestrian Improvements at the Hughes Road and Mill/Portal intersection

Authorizing payment of Draw No. 8 to Enfinger Development, Inc. for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (\$85,789.75 to be paid from Fund 38)

Acceptance of donation from L. Tucker in the amount of \$30.00.

Acceptance of donation from Joseph and Mary Duffy for Safe Haven Baby Box maintenance (\$350 to be deposited into Fire Donation account)

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	Absent
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Upcoming budget discussions
- Explained justification for the Evergreen Study

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

Absent

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Attended First Responders Picnic
- Announced that the Finance Committee Meeting will move back to 5 p.m. on the second Council Meeting/fourth Monday of the month
- Attended a ALM Board Meeting

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- Suggested others to visit communities and compare it to the City of Madison
- Thanked city employees for helping make Madison great

**COUNCIL DISTRICT NO. 4 GREG SHAW**

No new business to report

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**RESOLUTION NO. 2024-218-R: AUTHORIZING THE VIDEO RECORDING AND ARCHIVING OF THE JULY 17,2024, CITY COUNCIL WORK SESSION**

Council Member Spears moved to approve Resolution No. 2024-218-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Thanked Tara Bailey for giving awareness on the State Statue for sales tax for hearing aids
- Thanked fellow Council Members that agreed to discuss and consider the exemption of sales tax on hearing aides

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Shared the information from the school board regarding the Enrichment Center and importance of caring for our student’s mental health.
- Thanked the school system for providing care to students
- Met with the Madison Visionary Partners on July 10 at their board meeting

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

No new 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**

**RESOLUTION NO. 2024-216-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GTEC FOR CONSTRUCTION COMPACTION AND MATERIAL TESTING FOR THE RETAINING WALL ON PROJECT 22-024 | MILL ROAD DITCH PROJECT (AMOUNT NOT TO EXCEED \$26,490, TO BE PAID FROM FUND 38)**

Council Member Powell moved to approve Resolution No. 2024-216-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2024-219-R: ACCEPTANCE OF KYSER BOULEVARD /WESTCHESTER DRIVE RIGHT-OF-WAY EXTENSION INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Powell moved to approve Resolution No. 2024-219-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-228-R: AUTHORIZING CHANGE ORDER NO. 3 TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR ROADWAY LIGHTING MODIFICATIONS TO BID NO. 2022-009-ITB | TOWN MADISON INTERCHANGE, PHASE II (\$59,440.92 TO BE PAID FROM 2022-A I-565 FLYOVER BOND ACCOUNT)**

Council Member Powell moved to approve Resolution No. 2024-228-R. Council Member Shaw seconded. Council Member Powell explained the reason for the modifications. Council Member Powell explained that state codes changed resulting in a pass along bill. Mayor Finley explained to Council the bid continually changes to the newest specs and is generally passed down by the State and the City is responsible for it. Council Member Denzine stated that she felt it was a suitable choice and a good safety precaution. The vote was taken and recorded as follows:

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

Motion carried.

**FACILITIES & GROUNDS**

**RESOLUTION NO. 2024-196-R: AUTHORIZING AN AMENDED CONTRACTOR AGREEMENT WITH JANI-KING TO CHANGE THE BEGIN DATE FOR THE COMMUNITY CENTER**

Council Member Shaw moved to approve Resolution No. 2024-196-R. Council Member Powell seconded. Council member Seifert asked for clarification if there were any negative or adverse effects on the city if there were any damages. Facilities & Grounds Director Gerald Smith stated that it remains a 12-month contract and the amended start date is changed to open 30 days than the original agreement. The vote was taken and recorded as follows:

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

Motion carried.

**INFORMATION TECHNOLOGY**

**RESOLUTION NO. 2024-227-R: AUTHORIZING A SUBLEASE WITH CROWN CASTLE FOR PLACEMENT OF TWO (2) ANTENNAS ON THE RAINBOW MOUNTAIN TOWER**

Council Member Powell moved to approve Resolution No. 2024-227-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL**

**PROPOSED ORDINANCE NO. 2024-206: AMENDING THE CITY’S CODE OF ORDINANCES TO EXEMPT HEARING AIDS FROM SALES AND USE TAX (FIRST READING 07/08/2024)**

Council Member Spears moved to approve Proposed Ordinance No. 2024-206. Council Member Shaw seconded. Mayor Finley expressed the findings from a Revenue standpoint sharing that in 2023 \$19,656 was collected versus \$16,000 from January to June of this year. Mayor Finley stated that the extension will benefit elderly people that are on a fixed budget. President Bartlett disclosed that the City of Madison is the first City to pass the exemption. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye

Council Member Maura Wroblewski	Absent
Council Member Ranae Teddy Powell	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**POLICE**

**RESOLUTION NO. 2024-213-R: AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MADISON BOARD OF EDUCATION FOR THE PROVISION OF CROSSING GUARDS FOR THE 2024-2025 SCHOOL YEAR**

Council Member Denzine moved to approve Resolution No. 2024-213-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-214-R: AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MADISON BOARD OF EDUCATION FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS FOR THE 2024-2025 SCHOOL YEAR**

Council Member Powell moved to approve Resolution No. 2024-214-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**



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

Council Member Maura Wroblewski	Absent
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 6:46 p.m.

Minutes No. 2024-14-RG, dated July 22<sup>nd</sup>, 2024, read, approved and adopted this 12<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Lisa Ritz  
Recording Secretary

**RESOLUTION NO. 2024-242-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT TO RENEW SOFTWARE LICENSING AGREEMENT WITH CARAHSOFT TECHNOLOGY CORPORATION**

**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 Carahsoft Technology Corp., for subscription license support services of the OpenRoads engineering design software, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote No. 39623459" dated May 23, 2024, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance, the Mayor or his designee shall be hereby authorized for the entire term of the renewal 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 Carahsoft Technology Corp. in the amount(s) and manner authorized by the agreement accepted by passage of this resolution.

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

# GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARASOFT.COM | BENTLEY@CARASOFT.COM



TO: Amber Barker  
Administrative Assistant  
City of Madison - AL  
100 Hughes Rd  
Madison, AL 35758 USA

FROM: Maya Sinno  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: amber.barker@madisonal.gov

EMAIL: Maya.Sinno@carahsoft.com

PHONE: (256) 772-8431

PHONE: (571) 662-3061

TERMS: FTIN: 52-2189693  
Shipping Point: FOB Destination  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
UEI: DT8KJHZXVJH5  
Credit Cards: VISA/MasterCard/AMEX  
Sales Tax May Apply

QUOTE NO: 39623459  
QUOTE DATE: 05/23/2023  
QUOTE EXPIRES: 08/17/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$3,540.00  
TOTAL QUOTE: \$3,540.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	12662-27-USD	OpenRoads Designer SELECT Subscription Bentley Systems, Inc. - 12662 Start Date: 08/18/2024 End Date: 08/17/2025	\$3,242.00	OM 1	\$3,242.00
2	3722-27-USD	Bentley CONNECTIONS Passport - Annual Subscription Bentley Systems, Inc. - 3722 Start Date: 08/18/2024 End Date: 08/17/2025	\$298.00	OM 1	\$298.00
3	2926	D* HEC-Pack SELECT Subscription Bentley Systems, Inc. - 2926 Start Date: 08/18/2024 End Date: 08/17/2025	\$0.00	OM 1	\$0.00
4	10381	Open Access License Subscription Bentley Systems, Inc. - 10381 Start Date: 08/18/2024 End Date: 08/17/2025	\$0.00	OM 1	\$0.00
SUBTOTAL:					\$3,540.00
TOTAL PRICE:					\$3,540.00
TOTAL QUOTE:					\$3,540.00

All use of the products and services specified in this quote shall be governed by the SELECT Agreement (if applicable SELECT Subscription is included) available at the following link and attached with the quote: <https://www.bentley.com/legal/select-program-agreement/>  
By placing an order against this quote, customer accepts and agrees to be bound by Bentley Systems Government EULA and SELECT Agreement and incorporates these terms by reference.

**RESOLUTION NO. 2024-243-R**

**A RESOLUTION AUTHORIZING RENEWAL OF RINGCENTRAL  
PHONE SYSTEM FROM THE INTERLOCAL PURCHASING SYSTEM**

**WHEREAS**, the Alabama Department of Examiners of Public Accounts has authorized purchasing through The Interlocal Purchasing System (“TIPS”), which is a national, intergovernmental purchasing cooperative, through December 31, 2024; and

**WHEREAS**, the IT Department has requested the renewal of a RingCentral phone system from RingCentral, Inc. (“RingCentral”), to which TIPS has awarded a contract for telephone and communications data systems and solutions (TIPS Contract Number 240303, expiration May 31, 2027); and

**WHEREAS** the Alabama Competitive Bid Law exempts such products and services from a Competitive Bid if procured through such a cooperative.

**WHEREAS**, the IT Department has verified that the phone system is not available for purchase on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the IT Department has verified that RingCentral is an authorized dealer for said equipment and is a participating TIPS vendor, and to the best of its knowledge and information, no other vendor with an Alabama business license supplies said phone systems via an approved bid list;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to renew the RingCentral phone system from RingCentral via TIPS contract number 240303 through the TIPS cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 12th day of August 2024

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

**ATTEST:**

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

APPROVED this \_\_\_\_ day of August 2024

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*Paul Finley, Mayor*  
City of Madison, Alabama

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 30 July 2024

www.ringcentral.com



## RingCentral Inc

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT**

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	20 Davis Drive	NAME Charlie Martin
CITY	Belmont	PHONE (866) 839-8477
STATE	CA	FAX (866) 839-8472
ZIP	94002	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: Y

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

### Overview

*RingCentral, Inc. (NYSE:RNG) is a leading provider of business cloud communications and contact center solutions. More flexible and cost-effective than legacy on-premises systems, RingCentral empowers mobile and distributed workforces to communicate, collaborate, and connect via any mode, any device, and any location. RingCentral offers RingCentral MVP™, a Unified Communications as a Service (UCaaS) platform including team messaging, video meetings and cloud phone system; RingCentral Video™, the company's video meetings solution with team messaging that enables Smart Video Meetings™; and RingCentral cloud Contact Center solutions. RingCentral's open platform integrates with leading third-party business applications, and enables customers to easily customize business workflows.*

**AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
240303	Telephone and Communications Data Systems and Solutions	05/31/2027	See EDGAR Certification Doc.

**CONTACTS BY CONTRACTS**

**240303**

Jeannie Horton-Isreal	Public Sector	(816) 506-9277	jeannie.hortonisreal@ringcentral.com
Public Sector Contracts	Public Sector	(816) 506-9277	publicsectorsales@ringcentral.com



## TIPS VENDOR AGREEMENT

### TIPS RFP 240303 Telephone and Communications Data Systems and Solutions

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

RingCentral Inc.

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(RingCentral, Inc.)

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members. Vendor’s Master Services Agreement (MSA) is attached to this Vendor Agreement, and the terms and conditions in the MSA shall apply to TIPS Sales except as may be expressly changed or modified by the TIPS Member Customer through negotiation of the Supplemental Agreement. The MSA, if accepted by the TIPS Member, provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 240303 Telephone and Communications Data Systems and Solutions.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS

Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against

Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.
- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F). EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS RECEIVED BY VENDOR FOR TIPS SALES UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTHS. LIMITATIONS UNDER THIS SECTION WILL NOT APPLY TO: (I) FEES OWED BY CUSTOMER; (II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; (IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY; (V) EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall provide such assistance as is reasonably requested by Vendor.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
  - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding

termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

- General Liability: \$1,000,000 each Occurrence/Aggregate
- Automobile Liability: \$300,000 Includes owned, hired & non-owned
- Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
- Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

**32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

**33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

**34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

**35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

**36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

**37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party provided, however, that upon written notice to TIPS, Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors. Written consent of TIPS shall not be unreasonably withheld.

**38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.



- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of TIPS Vendor Agreement Negotiated

the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

# Budgetary Quote

## Prepared for:

City of Madison  
100 Hughes Rd  
Madison AL 35758  
United States

Quote Name: City of Madison 1

Quote Creation Date: July 30<sup>th</sup>, 2024

Quote Expiration Date: August 29<sup>th</sup>, 2024

Estimated Contract Start Date: September 7<sup>th</sup>, 2024

Initial Term: 36 Months

Renewal Term: 36 Months

Currency: USD

Payment Plan: Annual

## Upcoming Subscription

### RingEX™ Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
<b>DigitalLine Unlimited</b>	<b>187</b>	<b>\$221.88</b>	<b>\$41,491.56</b>
DigitalLine Unlimited		\$167.88	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
<b>DigitalLine Basic</b>	<b>49</b>	<b>\$173.88</b>	<b>\$8,520.12</b>
DigitalLine Basic		\$119.88	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
<b>Additional Local Number</b>	<b>230</b>	<b>\$6.00</b>	<b>\$1,380.00</b>
<b>10DLC TCR SMS Registration - UCaaS Low Volume Campaign</b>	<b>1</b>	<b>\$18.00</b>	<b>\$18.00</b>
<b>TotalAnnualPrice*</b>			<b>\$51,409.68</b>

**Total Amount\* \$51,409.68**

RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

**RESOLUTION NO. 2024-244-R**

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

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

QUANTITY	DESCRIPTION
47	Lenovo and Dell Desktops

;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 (free or as determined by the City Clerk). 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 12<sup>th</sup> day of August 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of August, 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2024-246-R**

**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 061420 FOR  
MADISON PUBLIC WORKS DEPARTMENT COLLISION DAMAGE**

**WHEREAS**, on January 17, 2024, which loss of the best knowledge and belief of insured was A COLLISION caused by an insured driver.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a recovery of the deductible for claim #061420. The amount of the insurance deductible recovery payment to the City of Madison in the amount 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 recovery of deductible that was recovered for claim number #061420 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 12th day of August 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024

\_\_\_\_\_  
**Paul Finley, Mayor**  
**City of Madison, Alabama**

**RESOLUTION NO. 2024-253-R**

**A RESOLUTION AUTHORIZING FUNDING FROM  
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR A FENCE BEHIND  
MAIN STREET CAFE**

**WHEREAS**, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

**WHEREAS** the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the fiscal year and that are not otherwise provided for in the City’s budget; and

**WHEREAS** the City Council finds that the installation of a fence behind the Main Street Café on City property fulfils such a purpose; and

**WHEREAS**, the City expects a contribution of approximately \$20,000 from Senator Butler for this project; and

**WHEREAS**, the City would need \$20,000 additional funds to complete the proposed fence behind Main Street Café.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that a disbursement, in an amount not to exceed twenty thousand dollars (\$20,000) from the Council Special Projects Budget shall be dispersed for the above-described purpose.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12<sup>th</sup> day of August 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2024-254-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT TO RENEW SOFTWARE LICENSING AGREEMENT WITH CARAHSOFT TECHNOLOGY CORPORATION**

**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 Carahsoft Technology Corp., for subscription license support services of the Boards and Commissions software, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote No. 40889321" dated July 11, 2024, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance, the Mayor or his designee shall be hereby authorized for the entire term of the renewal 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 Carahsoft Technology Corp. in the amount(s) and manner authorized by the agreement accepted by passage of this resolution.

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

# GOVERNMENT- PRICE QUOTATION

## Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARASOFT.COM | GRANICUS@CARASOFT.COM



**TO:** Lisa Thomas  
City Clerk/Treasurer  
City of Madison  
100 Hughes Rd  
Madison, AL 35758 USA

**FROM:** Brittney Vance  
Granicus at Carahsoft  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** lisa.thomas@madisonal.gov

**EMAIL:** Brittney.Vance@carahsoft.com

**PHONE:** (256) 772-5652

**PHONE:** (571) 662-3094

**FAX:** (703) 871-8505

**TERMS:** GSA Schedule No: 47QSWA18D008F  
Term: August 22, 2018 - August 21, 2028  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
UEI: DT8KJHZXVJH5  
Business Size: Other than Small  
Sales Tax May Apply

**QUOTE NO:** 40889321  
**QUOTE DATE:** 07/11/2024  
**QUOTE EXPIRES:** 09/30/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$7,765.43  
**TOTAL QUOTE:** \$7,765.43

LINE NO.	PART NO.	DESCRIPTION	GSA	QUOTE PRICE	QTY	EXTENDED PRICE
<b>RENEWING SUBSCRIPTION FEES</b>						
1	GR-DS-BCCO	Boards and Commissions - Annual Subscription *Monthly Billing Granicus - SAS-SE-DS-BCCO Start Date: 10/01/2024 End Date: 09/30/2025	\$37,910.5200	\$647.1190	GSA 12	\$7,765.43
2	GR-E-MA-PLF-OP-611	Open Platform Suite Each Annual Subscription *Monthly Billing Granicus - SAS-SE-MA-PLF-OP Start Date: 10/01/2024 End Date: 09/30/2025	\$49,370.28	NSP	GSA 12	\$0.00
<b>RENEWING SUBSCRIPTION FEES SUBTOTAL:</b>						\$7,765.43
<b>SUBTOTAL:</b>						\$7,765.43
<b>TOTAL PRICE:</b>						\$7,765.43
<b>TOTAL QUOTE:</b>						\$7,765.43

Please reference GSA Contract # on the PO  
GSA MAS 8F: 47QSWA18D008F

**For govDelivery Customers Only:**

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>





THIS IS NOT AN INVOICE

Order Form  
Prepared for  
Madison Police

## Granicus Order Form for Madison Police

### ORDER DETAILS

**Granicus Contact:** Francisco Garcia  
**Email:** francisco.garcia@granicus.com  
**Order #:** Q-361054  
**Prepared On:** 10 Jul 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

**Current Subscription End Date:** 30 Sep 2024  
**Period of Performance:** 01 Oct 2024 - 30 Sep 2025



Order Form  
Prepared for  
Madison Police

### PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

**NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.**

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Boards and Commissions	Monthly	1 Each
Open Platform Suite	Monthly	1 Each

## PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited boards, commissions, committees, and subcommittees</li> <li>• Unlimited storage of citizen applications</li> <li>• Access to up to one (1) Boards and Commissions site</li> <li>• Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>• Access to a customizable online citizen application form including board-specific questions</li> <li>• Customizable forms for board details, appointment details, and internal tracking details</li> <li>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>• Downloadable spreadsheets for easy reporting</li> </ul> <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-361054 dated 10 Jul 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Madison Police to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

HUNTSVILLE UTILITIES

# Commercial Aid-to-Construction Invoice

(Requires Customer Signature to Begin Construction or Issue Materials)

ELECTRIC DEPARTMENT



**Developer/Customer Name:**

**Mailing Address:**

**Name of Building/Subdivision:**

**Meter Location:**

**NOTE I: The following steps must be completed before our work will be scheduled:**

1. The Aid-to-Construction in this invoice is paid.
2. Acceptance of invoice and conditions by signing and returning this invoice sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
4. For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10') either side of line].
5. Easement Required:  (if yes, contact Engineering Services for details)

**NOTE II: These steps must be completed before your service can be turned on:**

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317). **Deposit amount below will be paid at the time service is applied for.**

**DEPOSIT AMOUNT (MUST BE PAID SEPARATE FROM AID-TO CONSTRUCTION)**

**Contact 256-535-1317**

2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special circumstances.
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

<b>Aid-to-Construction Invoice:</b>	<b>\$1,538</b>	<b>WBS Element:</b>	RCR-E2024.99HUGHESRD
<b>Total Due At This Time:</b>	<b>\$1,538</b>	<b>Order Number:</b>	0
		<b>Notification #:</b>	0
<b>Engineer:</b>	Jermaine Stewart (256) 535-1459	<b>Date:</b>	07/16/2024

**This invoice will remain in effect for 90 days only** from the date shown above unless paid within the 90-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction. During the work order closeout process, the actual costs will be compared to this prepared estimate and any amount underpaid or overpaid, as determined by Huntsville Utilities, will be billed and/or refunded according to Huntsville Utilities Policies and Procedures.

**Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:**

- FAX:** Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445
- Mail:** Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805
- Personal Delivery:** Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)

**Customer Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Payment Amount:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Check #:** \_\_\_\_\_ **Received by:** \_\_\_\_\_



City of Madison  
100 Hughes Road  
Madison, AL 35758

RECEIVED

JUL 16 2024

CITY OF MADISON  
ENGINEERING DEPARTMENT

# Invoice

Date	Invoice #
7/12/2024	26998-1

*E. Michelle Dunson*  
7/18/2024  
Fund 38  
38-150-000-2941-18  
Proj# 22-002

*Consent Agenda*  
*: 8/12/24*

Job Description	Job Number	Due Date
Madison Blvd	22-0209	8/11/2024

Date of Service	Description	Hours/Qty	Rate	Amount
	**City of Madison PO#: 2023-00000515 **STPAA-4522 Resurface & Stripe Madison Blvd, Wall Triana to Flagstone			
5/10/2024	Project Manager	3	46.68	140.04
5/13/2024	Project Manager	1	46.68	46.68
5/13/2024	Project Manager	2	32.61	65.22
6/11/2024	Project Manager	3.5	46.68	163.38
6/17/2024	Project Manager	1	46.68	46.68
6/28/2024	Project Manager	1	46.68	46.68
	Subtotal			508.68
	ALDOT Home Office Indirect Cost		174.24%	886.32
	Subtotal			1,395.00
	ALDOT Operating Margin		10.00%	139.50
5/13/2024	Skipper Consulting - Traffic Study	1	704.60	704.60
	Subconsultant Administrative Expense		5.00%	35.23

We accept Visa, Mastercard, Discover and American Express.

**Total** \$2,274.33

\*\*\*\*Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.\*\*\*\*

**Payments/Credits** \$0.00

**Balance Due** \$2,274.33

**Thank you for your business.**

Name as it appears on card: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Card Code: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Signature: \_\_\_\_\_

RESOLUTION NO. 2024-236-R

A RESOLUTION APPROVING A RESTAURANT RETAIL LIQUOR LICENSE FOR THE BEER HOG MADISON, LLC D/B/A THE BEER HOG

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **The Beer Hog Madison, LLC** doing business as **The Beer Hog** which has applied for said license for its location at 130 Plaza Boulevard; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **The Beer Hog Madison, LLC** for its 130 Plaza Boulevard location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **The Beer Hog Madison, LLC** doing business as **The Beer Hog**

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

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

ATTEST:

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

APPROVED this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5628  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

---

Date: August 8, 2024  
To: Mayor & City Council  
From: Ivon Williams  
Deputy Revenue Officer, Revenue Department  
Subject: The Beer Hog Madison LLC  
DBA: The Beer Hog  
Restaurant Retail Liquor License

---

Please find attached a copy of the checklist for The Beer Hog Madison LLC., doing business as The Beer Hog regarding their application for a Restaurant Retail Liquor License for their location at 130 Plaza Boulevard, Madison, AL 35758.

This business is applying for a Restaurant Retail Liquor License at this time because it is a new business in Madison.

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

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





**Checklist for Beer/Wine/Liquor License**

ON PREMISE  
  OFF PREMISE  
  BEER  
  WINE  
  LIQUOR

**Owner Name:** CHRIS LAWRENCE

**Business Name:** THE BEER HOG MADISON

**Business Location:** 130 PLAZA BOULEVARD MADISON, AL 35758

**Mailing Address:** 125 THOROUGHbred LANE ALABASTER, AL 35007

**Phone:** (205) 913-0468

**APPLICATION FEE:**

Date Paid: 7/8/2024 Amount: \$ 100.00 Receipt #: 3379

Copy of Lease:  Incorporation Papers: YES

**POLICE DEPARTMENT APPROVAL:**

Letter Sent: 07/08/2024

Background Check:  Approved  Disapproved

Check Completed By: Rebecca Renfro Title ID Secretary

Date Completed: 7-10-24

**BUILDING DEPARTMENT APPROVAL:**

Letter Sent: 07/08/2024

Inspection:  Approved  Disapproved

Inspection Completed By: [Signature] Title Permit Bureau

Date Completed: 7-23-2024

**FIRE DEPARTMENT APPROVAL:**

Letter Sent: 07/08/2024

Inspection:  Approved  Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 7/23/24

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: 7/8/2024

Date Placed: 7/17/2024 Newspaper: \_\_\_\_\_

Publication Fee Paid: 184

Date Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Public Hearing: 8/12/2024

Approved:  Denied:

**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

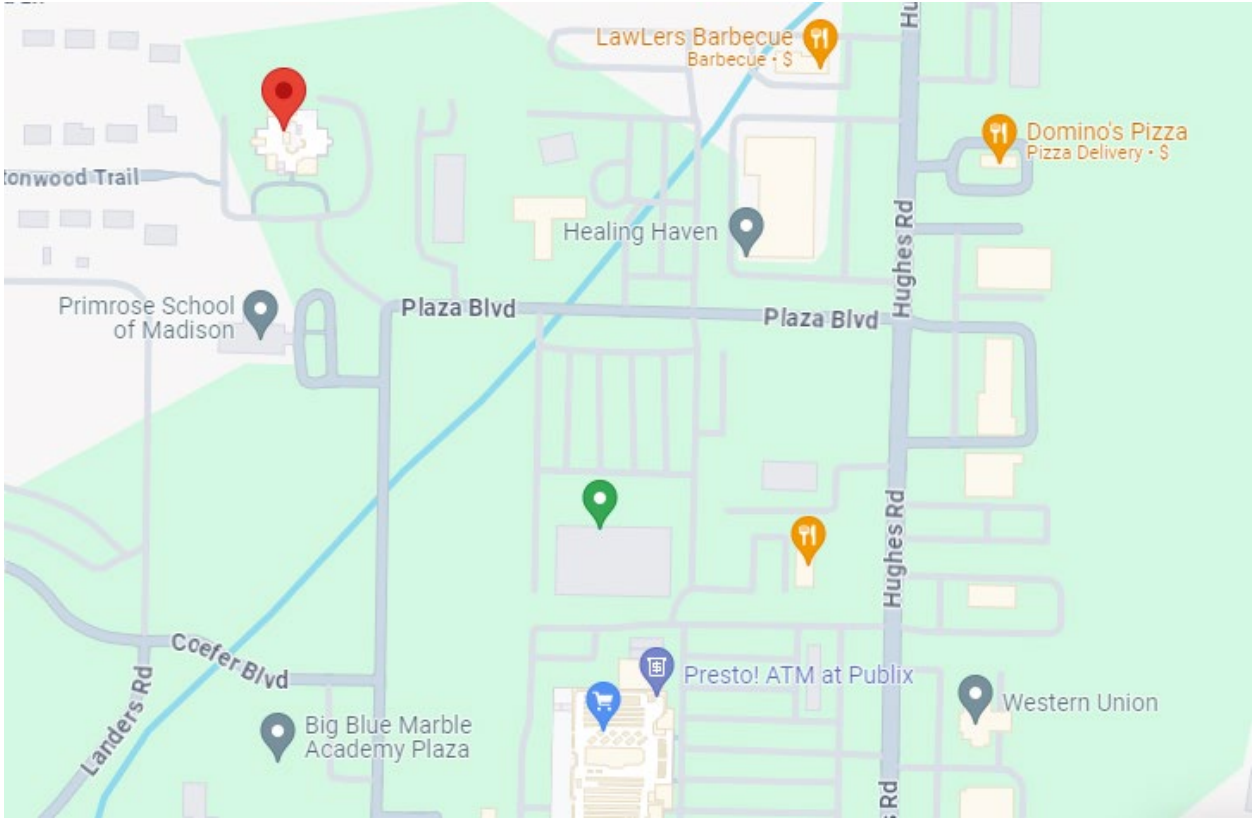
Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

Issuance Date: \_\_\_\_\_

By: \_\_\_\_\_

License #: \_\_\_\_\_



RESOLUTION NO. 2024-237-R

A RESOLUTION APPROVING A RESTAURANT RETAIL LIQUOR LICENSE FOR APEX CASUAL DINING, LLC D/B/A BIG WHISKEY’S

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to Apex Casual Dining, LLC doing business as Big Whiskey’s which has applied for said license for its location at 7814 Highway 72 West; and

WHEREAS, the Revenue Director has received written approval for the application of Apex Casual Dining, LLC from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the Code of Ordinances, City of Madison, Alabama.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to Apex Casual Dining, LLC for its 7814 Highway 72 West location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to Apex Casual Dining, LLC doing business as Big Whiskey’s

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

\_\_\_\_\_  
Ranae Bartlett, City Council President  
City of Madison, Alabama

ATTEST:

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

APPROVED this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5628  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

---

Date: August 8, 2024  
To: Mayor & City Council  
From: Ivon Williams  
Deputy Revenue Officer, Revenue Department  
Subject: Apex Casual Dining LLC  
DBA: Big Whiskey's  
Restaurant Retail Liquor License

---

Please find attached a copy of the checklist for Apex Casual Dining LLC., doing business as Big Whiskey's regarding their application for a Restaurant Retail Liquor License for their location at 7814 Highway 72 W, Madison, AL 35758.

This business is applying for a Restaurant Retail Liquor License at this time because it is a new business in Madison.

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

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



### Checklist for Beer/Wine/Liquor License

ON PREMISE  
  OFF PREMISE  
  BEER  
  WINE  
  LIQUOR

Owner Name: APEX CASUAL DINING LLC

Business Name: BIG WHISKEY'S

Business Location: 7814 HIGHWAY 72 W

Mailing Address: 140 CARNOUSTIE DRIVE, PELHAM, AL 35124

Phone: (205) 705-9073

#### APPLICATION FEE:

Date Paid: 7/23/2024    Amount: \$ 100.00    Receipt #: 3404

Copy of Lease: YES    Incorporation Papers: YES

#### POLICE DEPARTMENT APPROVAL:

Letter Sent: 07/23/2024

Background Check:  Approved    Disapproved

Check Completed By: Betsy Reinfore    Title ID Secretary

Date Completed: 7-25-24

#### BUILDING DEPARTMENT APPROVAL:

Letter Sent: 07/23/2024

Inspection:  Approved    Disapproved

Inspection Completed By: [Signature]    Title D30

Date Completed: 8-8-2024

#### FIRE DEPARTMENT APPROVAL:

Letter Sent: 07/23/2022

Inspection:  Approved    Disapproved

Inspection Completed By: [Signature]    Title DFM

Date Completed: 8-8-24

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: 7/23/2024

Date Placed: 7/31/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 7/23/2024 Receipt #: 3404

Date of Public Hearing: 8/12/2024

Approved:  Denied:

**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

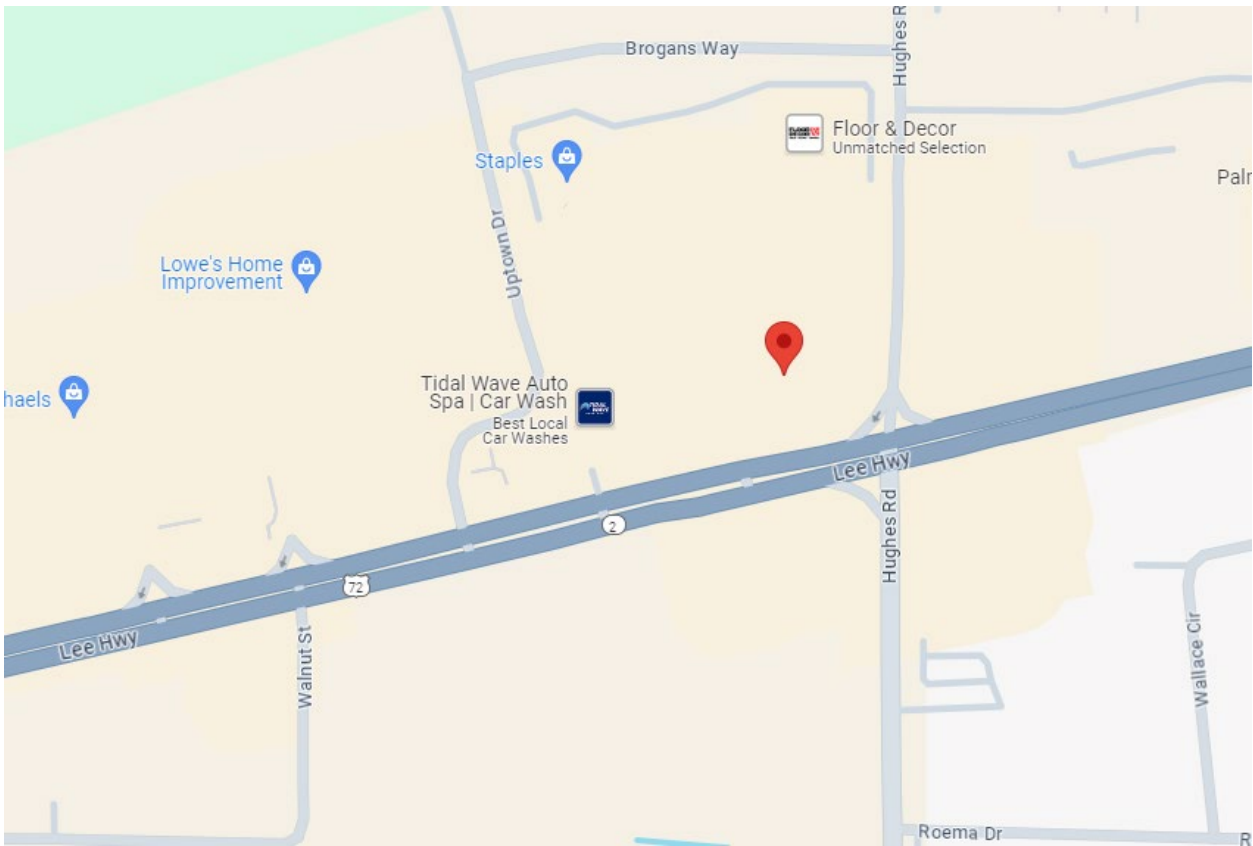
Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

Issuance Date: \_\_\_\_\_

By: \_\_\_\_\_

License #: \_\_\_\_\_





**RESOLUTION NO. 2024-238-R**

**A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR  
VK & S GROUP, LLC D/B/A MADISON QUICKMART**

**WHEREAS**, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an Off-Premises Beer and Wine License to **VK & S Group, LLC** doing business as **Madison Quickmart** which has applied for said license for its location at 8064 Old Madison Pike; and

**WHEREAS**, the Revenue Director has received written approval for the application of **VK & S Group, LLC** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of an Off-Premises Beer and Wine License to **VK & S Group, LLC** for its 8064 Old Madison Pike location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue an Off-Premises Beer and Wine License to **VK & S Group, LLC** doing business as **Madison Quickmart**

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5628  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

---

Date: August 8, 2024  
To: Mayor & City Council  
From: Ivon Williams  
Deputy Revenue Officer, Revenue Department  
Subject: VK & S Group LLC  
DBA: Madison Quickmart  
Off-Premises Beer and Wine License

---

Please find attached a copy of the checklist for VK & S Group LLC., doing business as Madison Quickmart, regarding their application for an Off-Premises Beer and Wine License for their location at 8064 Old Madison Pike, Madison, AL.

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

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

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



### Checklist for Beer/Wine/Liquor License

ON PREMISE  
  OFF PREMISE  
  BEER  
  WINE  
  LIQUOR

Owner Name: VK & S GROUP LLC

Business Name: MADISON QUICKMART

Business Location: 8064 OLD MADISON PIKE

Mailing Address: 8064 OLD MADISON PIKE

Phone: (225) 248-2879

#### APPLICATION FEE:

Date Paid: 7/17/2024 Amount: \$ 100.00 Receipt #: 3400

Copy of Lease:  Incorporation Papers: YES

#### POLICE DEPARTMENT APPROVAL:

Letter Sent: 07/22/2024

Background Check:  Approved  Disapproved

Check Completed By: Becky Rempire Title: ID Secretary

Date Completed: 7-25-24

#### BUILDING DEPARTMENT APPROVAL:

Letter Sent: 07/22/2024

Inspection:  Approved  Disapproved

Inspection Completed By: [Signature] Title: District Inspector

Date Completed: 7-23-2024

#### FIRE DEPARTMENT APPROVAL:

Letter Sent: 07/22/2022

Inspection:  Approved  Disapproved

Inspection Completed By: [Signature] Title: Inspector

Date Completed: 7/23/24

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: 7/22/2024

Date Placed: 7/31/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 7/17/2024 Receipt #: 3400

Date of Public Hearing: 8/12/2024

Approved:  Denied:

**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

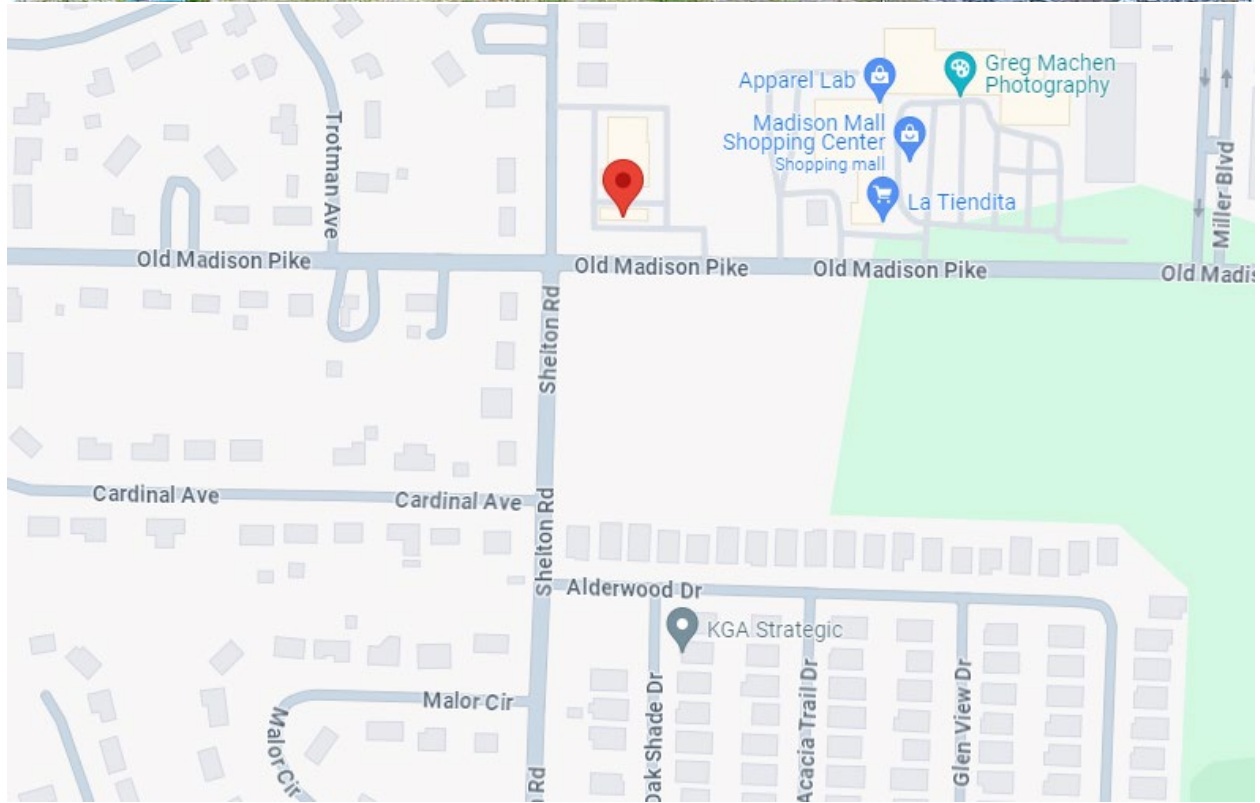
Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

Issuance Date: \_\_\_\_\_

By: \_\_\_\_\_

License #: \_\_\_\_\_



**RESOLUTION NO. 2024-239-R**

**A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR  
VK & S GROUP, LLC D/B/A WALL TRIANA QUICKMART**

**WHEREAS**, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an Off-Premises Beer and Wine License to **VK & S Group, LLC** doing business as **Wall Triana Quickmart** which has applied for said license for its location at 5211 Wall Triana Highway; and

**WHEREAS**, the Revenue Director has received written approval for the application of **VK & S Group, LLC** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of an Off-Premises Beer and Wine License to **VK & S Group, LLC** for its 5211 Wall Triana Highway location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue an Off-Premises Beer and Wine License to **VK & S Group, LLC** doing business as **Wall Triana Quickmart**

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5628  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

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**Date:** August 8, 2024  
**To:** Mayor & City Council  
**From:** Ivon Williams  
Deputy Revenue Officer, Revenue Department  
**Subject:** VK & S Group LLC  
DBA: Wall Triana Quickmart  
Off-Premises Beer and Wine License

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Please find attached a copy of the checklist for VK & S Group LLC., doing business as Wall Triana Quickmart, regarding their application for an Off-Premises Beer and Wine License for their location at 5211 Wall Triana Highway, Madison, AL.

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

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

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



### Checklist for Beer/Wine/Liquor License

ON PREMISE  
  OFF PREMISE  
  BEER  
  WINE  
  LIQUOR

Owner Name: VK & S GROUP LLC

Business Name: WALL TRIANA QUICKMART

Business Location: 5211 WALL TRIANA HIGHWAY

Mailing Address: 5211 WALL TRIANA HIGHWAY

Phone: (225) 248-2879

#### APPLICATION FEE:

Date Paid: 7/17/2024 Amount: \$ 100.00 Receipt #: 3399

Copy of Lease:  Incorporation Papers: YES

#### POLICE DEPARTMENT APPROVAL:

Letter Sent: 07/22/2024

Background Check:  Approved  Disapproved

Check Completed By: Becky Ruffalo Title ID Secretary

Date Completed: 7-25-24

#### BUILDING DEPARTMENT APPROVAL:

Letter Sent: 07/22/2024

Inspection:  Approved  Disapproved

Inspection Completed By: John D Title DBO

Date Completed: 8-8-2024

#### FIRE DEPARTMENT APPROVAL:

Letter Sent: 07/22/2022

Inspection:  Approved  Disapproved

Inspection Completed By: Ken Howard Title Inspector

Date Completed: 8/8/2024



**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: 7/22/2024

Date Placed: 7/31/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 7/17/2024 Receipt #: 3399

Date of Public Hearing: 8/12/2024

Approved:  Denied:

**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

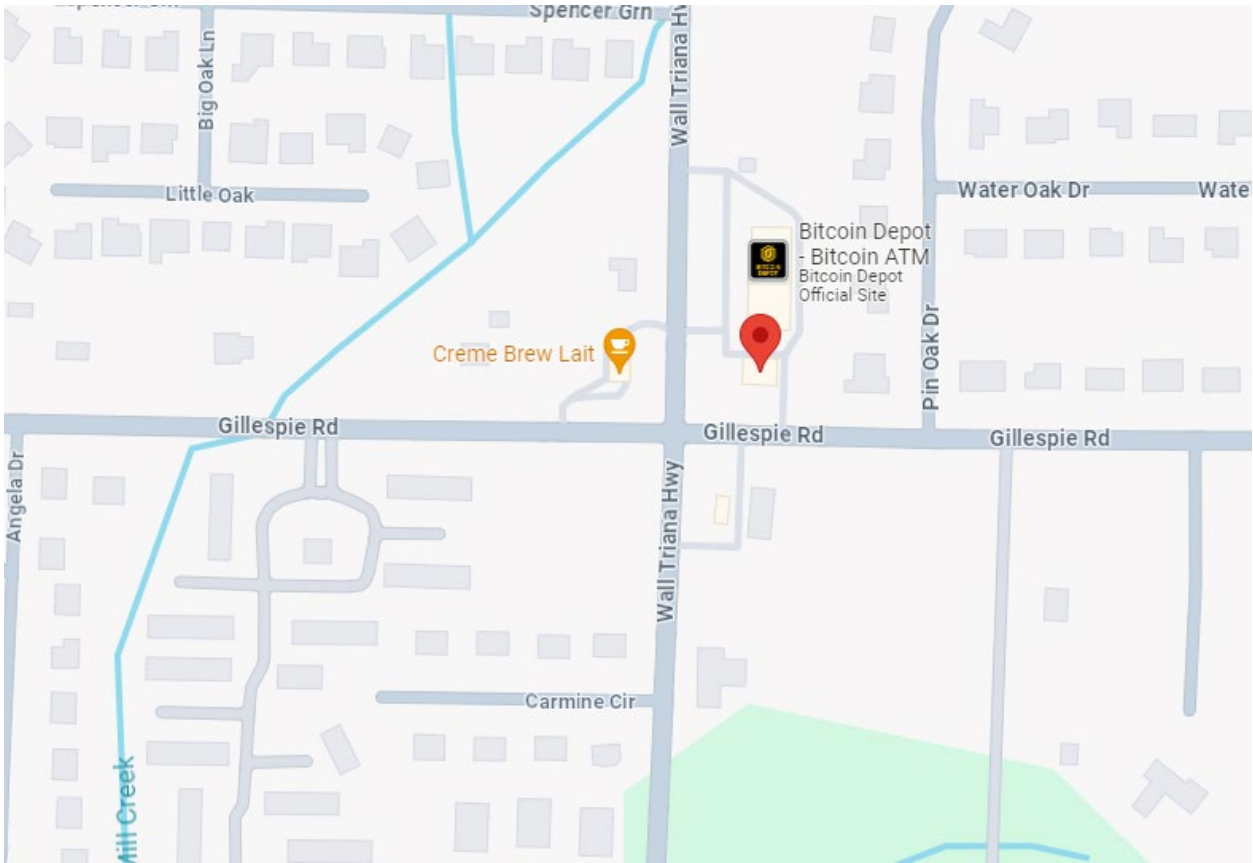
Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

Issuance Date: \_\_\_\_\_

By: \_\_\_\_\_

License #: \_\_\_\_\_



**PROPOSED ORDINANCE NO. 2024-205**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS UC  
(URBAN CENTER DISTRICT).**

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

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as UC (Urban Center District):

STATE OF ALABAMA  
COUNTY OF MADISON

ALL THAT PART OF TRACT A OF TOWN MADISON PHASE 14, A RESUBDIVISION OF TRACT J, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2023, PAGE 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565, THENCE NORTH 60 DEGREES 40 MINUTES 09 SECONDS EAST, AND ALONG THE SAID SOUTH RIGHT-OF-WAY, 494.43 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING AND ALONG THE SOUTH RIGHT-OF-WAY OF THE TOWN MADISON BOULEVARD OFF RAMP FROM INTERSTATE HIGHWAY 565, NORTH 83 DEGREES 28 MINUTES 16 SECONDS EAST, 124.86 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 449.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 18 MINUTES 58 SECONDS EAST, 208.29 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 40 DEGREES 24 MINUTES 43 SECONDS EAST, 120.63 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 33 DEGREES 58 MINUTES 32 SECONDS EAST, 255.40 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 39 DEGREES 48 MINUTES 43 SECONDS EAST, 163.05 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1106.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 40 MINUTES 53 SECONDS EAST, 305.93 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 65 DEGREES 04 MINUTES 26 SECONDS EAST, 285.04 FEET TO A POINT;  
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85 DEGREES 16 MINUTES 43 SECONDS EAST, 121.51 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 65 DEGREES 40 MINUTES 32 SECONDS EAST, 100.12 FEET TO A POINT;  
 THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 57 DEGREES 27 MINUTES 57 SECONDS EAST, 107.55 FEET TO A POINT;  
 THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, NORTH 83 DEGREES 16 MINUTES 20 SECONDS WEST, 36.72 FEET TO A POINT;  
 THENCE NORTH 68 DEGREES 32 MINUTES 16 SECONDS WEST, 286.40 FEET TO A POINT;  
 THENCE NORTH 67 DEGREES 01 MINUTES 47 SECONDS WEST, 287.19 FEET TO A POINT;  
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 40 MINUTES 53 SECONDS WEST, 308.69 FEET TO A POINT;  
 THENCE NORTH 39 DEGREES 48 MINUTES 40 SECONDS WEST, 163.12 FEET TO A POINT;  
 THENCE NORTH 37 DEGREES 20 MINUTES 33 SECONDS WEST, 254.96 FEET TO A POINT;  
 THENCE NORTH 35 DEGREES 19 MINUTES 50 SECONDS WEST, 116.50 FEET TO A POINT;  
 THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 434.00, A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 18 MINUTES 58 SECONDS WEST, 201.33 FEET TO A POINT;  
 THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST, 121.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.55 ACRES, MORE OR LESS.

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be UC (Urban Center District).

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2024.

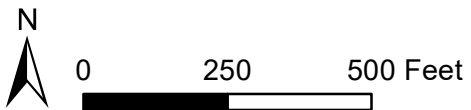
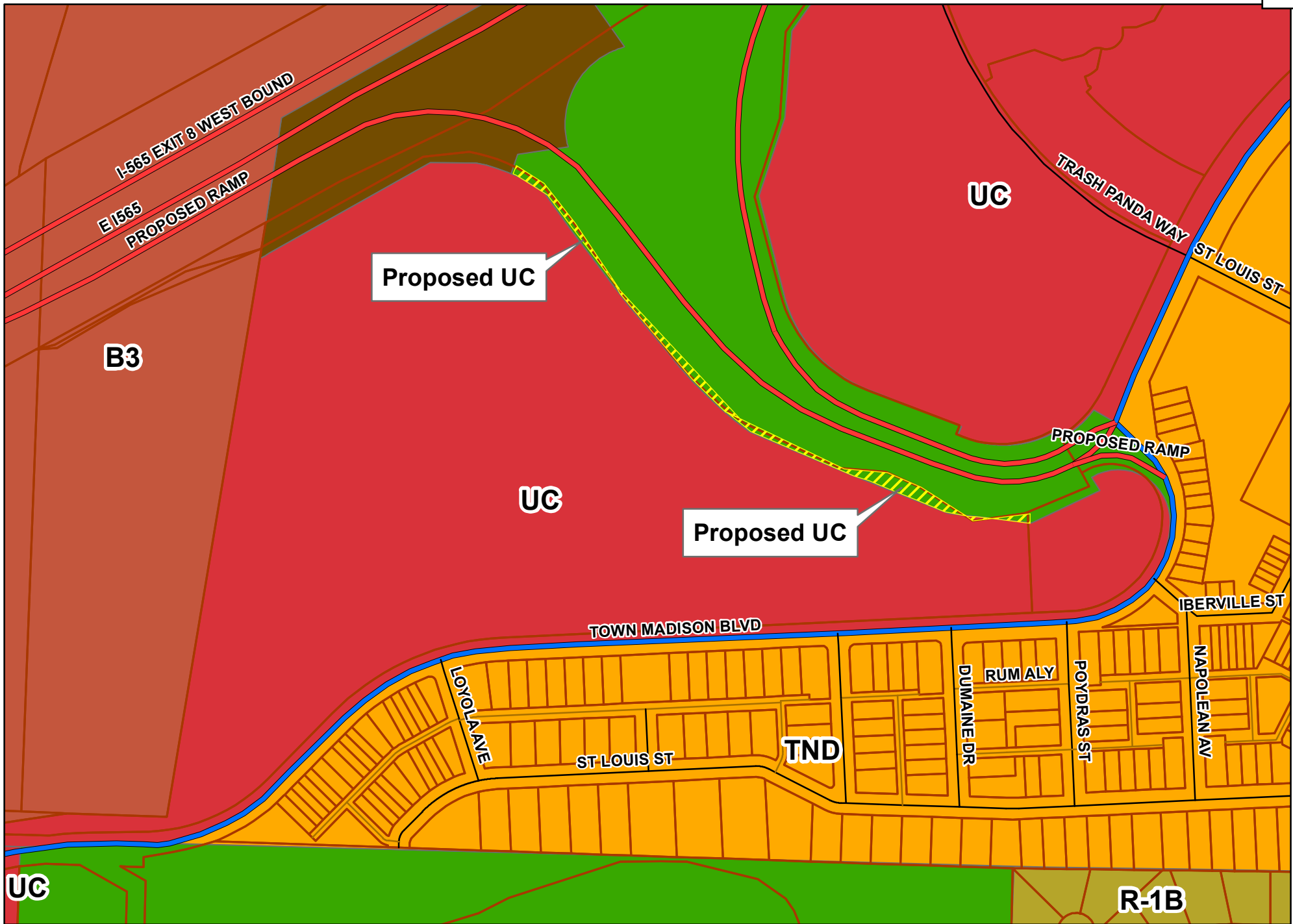
\_\_\_\_\_  
*Ranae Bartlett, Council President*  
 City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
 City of Madison, Alabama

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
 City of Madison, Alabama



### Proposed AG to UC

**RESOLUTION NO. 2024-222-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S & ME INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with S & ME Inc. for environmental consulting services for outfall inspection and illicit discharge screening of the City’s storm water system, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Agreement For Services” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to S & ME Inc. in a total amount not to exceed thirty-one thousand seven hundred forty dollars (\$31,740.00) to be paid from the Engineering Stormwater Budget – Fund 11.

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



July 10, 2024

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services**  
**FY2024 Outfall Inspections and Illicit Discharge Screening**  
City of Madison Municipal Separate Storm Sewer System  
Madison, Madison County, Alabama  
NPDES Permit ALS000014  
S&ME Proposal No. 24820087

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to outfall inspections for the City of Madison Municipal Separate Storm Sewer System (MS4). This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

## ◆ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison MS4 was issued to the City of Madison with an effective date of November 1, 2020. NPDES Permit ALS000014 currently covers all urbanized areas within the corporate boundaries of the City of Madison.

Part II.B.3 of the individual Phase II NPDES Permit requires the City of Madison to conduct dry-weather screening of all major outfalls at least once every five years. The Madison MS4 Storm Water Management Program Plan (SWMPP), dated May 2023 requires screening of major outfalls in Priority Areas once every three years.

The initial round of outfall identification and screening conducted between Fiscal Year (FY) 2015 and FY2018 identified a total of 739 outfalls within the City of Madison. The second round of outfall inspections conducted between FY2019 and FY2023 identified a total of 797 outfalls within the City of Madison. The third round of outfall inspections will be conducted between FY2024 and FY2028.

The 2023 SWMPP included a screening schedule delineating the inspection areas for each year (see Figure 1). The area identified for inspection during FY2024 corresponds to the area inspected during FY2019. The FY2019 inspections identified 104 outfalls to the Madison MS4.



The 2016 permit required inspection of all outfalls, regardless of classification; therefore, outfalls were not classified as major or minor until after issuance of the 2020 permit. To date, S&ME has classified the 546 outfalls inspected in FY2021, FY2022, and FY2023. Of the 546 classified outfalls, only 71 are considered major outfalls.

S&ME understands the City of Madison intends to continue inspections of major and minor outfalls until the outfalls have been classified and the major outfalls identified. The remaining 251 outfalls will be classified during FY2024 and FY2025 outfall inspection activities.

S&ME understands the City of Madison is requesting that S&ME perform inspections, IDDE screening, and classifications for outfalls within the FY2024 inspection area.

## ◆ Scope of Services

### Outfall Inspections – Previously-Inspected Outfalls

S&ME will perform inspections and dry-weather IDDE screening on the 104 previously-inspected outfalls within the FY2024 screening area, as shown on the attached Figure 2. S&ME personnel will inspect each existing outfall and record the following data:

1. Outfall condition
2. Surrounding land use
3. Pictures of the outfall, with outfall identification shown in the picture
4. Changes to conveyance type, size, material, or shape

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

### Outfall Inspections – New Outfalls Identified by the City

S&ME will perform inspections and dry-weather IDDE screening for known new outfalls constructed within the FY2024 screening area after the FY2019 inspection activities and identified during City activities (e.g., plan review, final inspection, complaint resolution, etc.). To locate the known new outfalls, S&ME will require coordinates or other location data from the City of Madison.

If a previously-unidentified outfall is observed during the FY2024 outfall inspections, S&ME will also perform inspection and dry-weather IDDE screening for that outfall.

S&ME personnel will inspect each newly-constructed or newly-identified outfall and record the following data:

1. Outfall coordinates
2. Conveyance type (ditch, culvert, pipe, etc.)
3. Conveyance shape
4. Conveyance size (pipe diameter, ditch width and depth, box culvert dimensions, etc.)





- 5. Conveyance material (RCP, PVC, CMP, etc.)
- 6. Outfall condition
- 7. Outfall elevation
- 8. Surrounding land use
- 9. Pictures of the outfall, with outfall identification shown in the picture

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

### Stream-Walking Program

Since 2019, approximately 0.9 square mile of area has been added to the Madison city limits within the FY2024 inspection area. The annexed areas encompass approximately 3.7 miles of streams, as shown on the attached Figure 2.

During the 2024 fiscal year, S&ME will implement a stream-walking program targeting the following waterbody segments within the annexed areas:

Waterbody Name	Approx. Stream Miles
Russell Branch	0.87
UT1 to Russell Branch	0.29
UT2 to Russell Branch	0.35
UT3 to Russell Branch	0.16
UT4 to Russell Branch	0.34
Hardiman Branch	0.28
UT1 to Hardiman Branch	0.16
Moore Branch	0.15
UT1 to Moore Branch	0.58
UT1 to Beaverdam Creek	0.19
<b>TOTAL</b>	<b>3.37</b>

Starting at one end of a selected stream segment, a two-person S&ME field crew will move upstream or downstream to identify points where storm water discharged from the City of Madison enters the waterbody. Please note that the provided stream lengths were obtained from the National Hydrography Dataset and may or may not be representative of current field conditions.

Outfalls identified by the stream-walking program will be inspected using the same procedure outlined above for newly-identified outfalls.



### Dry-Weather Field Screening

If dry-weather flow is observed at an inspected outfall, S&ME personnel will evaluate the physical indicators of the discharge. S&ME personnel will also perform field screening for the following parameters using portable meters or kits:

- Ammonia
- Chlorine
- pH
- Temperature

### Laboratory Analysis

If the initial field observations or field screening results indicate a suspect discharge, field crews will collect samples to be analyzed for the following parameters:

- Ammonia
- Fluoride
- Total Phosphorous
- Potassium
- MBAS (Surfactants) / Detergents

Samples collected for laboratory analysis will be containerized in laboratory-supplied containers, labeled, and placed in a cooler with ice. New disposable latex or Nitrile gloves will be used when transferring samples to containers. Samples will be shipped or delivered to a qualified laboratory under chain-of-custody. Please note that the detergents/surfactants analysis has a 48-hour laboratory hold time.

### Outfall Classification

Following the completion of the FY2024 outfall inspection activities, S&ME will evaluate each outfall identified within the FY2024 screening area to determine if it is a major or minor outfall as defined in the 2020 MS4 permit.

To complete the classification activities, S&ME may require information on zoning, storm sewer mapping, and drainage basins from the City.

### Reporting

S&ME will provide the completed field sheets, the GIS project file showing outfall locations and stream lines, photos, laboratory analytical reports, and additional information collected during the outfall inspections to the City of Madison ADEM Compliance Manager for entry into the City's GIS database. The collected information and laboratory analytical reports will be provided following the end of each phase of field activities.

If an illicit discharge is identified based on laboratory analysis, the collected information for the outfall will be submitted to the City of Madison ADEM Compliance Manager following receipt of the analytical results by S&ME.



If an obvious illicit discharge is encountered during field activities, the ADEM Compliance Manager will be notified at the time of the inspection.

### Summary Letter

S&ME will provide a summary letter of assessment activities, outfall inspections, laboratory analysis, and field sheets following completion of field assessment activities.

### ◆ **Client Responsibilities**

To perform the Scope of Services listed above, S&ME will require the following:

- Site access and notification of the public where necessary
- Delineated catchment areas for each outfall in GIS shapefile format (if available)
- Storm sewer mapping in GIS shapefile format
- Zoning maps in GIS shapefile format
- Coordinates of new outfalls identified during City activities (e.g., plan review, final inspection, complaint resolution)

### ◆ **Excluded Services**

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Plan review to locate outfalls not previously identified during the 2019 screening
- Investigation of potential illicit discharges
- Corrective actions and/or enforcement measures
- Survey of existing storm water infrastructure or features other than outfalls
- Data entry into the City of Madison GIS

### ◆ **Schedule**

S&ME anticipates that field activities will take approximately eight days to complete; however, the total time necessary to perform the outfall inspection services may vary due to field conditions, the number of newly-constructed outfalls identified by the City, the number of suspect illicit discharges screened, the number of samples collected, and the time of year. Given the short hold time for some of the laboratory analyses, field activities will not be conducted on Fridays. Due to the requirement that outfall inspection activities be conducted



during extended periods of dry weather, field activities may be spread out into multiple phases over several weeks.

S&ME will notify the City of Madison ADEM Compliance Manager prior to each phase of field activities. Following the completion of each phase, S&ME will update the ADEM Compliance Manager on the number of outfalls inspected, the number of samples collected, and the number of suspected illicit discharges.

### ◆ Compensation

Compensation for our services will be based on the actual time and expenses incurred in accordance with the attached Fee Schedule. Based on our understanding of the scope of services outlined above, S&ME estimates the following budget:

Activity	Budget	No. Units	Total
Outfall Inspections	\$2,570 per day	8 days	\$20,560
Suspect Discharge Field Screening	\$130 per outfall	15 outfalls	\$1,950
Suspect Discharge Laboratory Analysis	\$340 per outfall	5 outfalls	\$1,700
Outfall Classification (FY2024 outfalls only)	\$2,990	1 submittal	\$2,990
Reporting and Summary Letter	\$4,540	1 submittal	\$4,540
<b>TOTAL ESTIMATED BUDGET</b>			<b>\$31,740</b>

Please note that the total estimated budget assumes no more than 15 dry-weather flows and no more than five suspect discharges will be encountered during stream walking activities. The actual numbers of flows screened and/or sampled may vary.

The total proposed budget will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

### ◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office in the self-addressed stamped envelope. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall



not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

◆ **Closing**

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City of Madison and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME.

S&ME appreciates the opportunity to offer our services to the City of Madison for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

**S&ME, Inc.**

Sarah L. Yeldell, P.E.  
Project Engineer

Deborah J. Jones, P.E.  
Senior Engineer

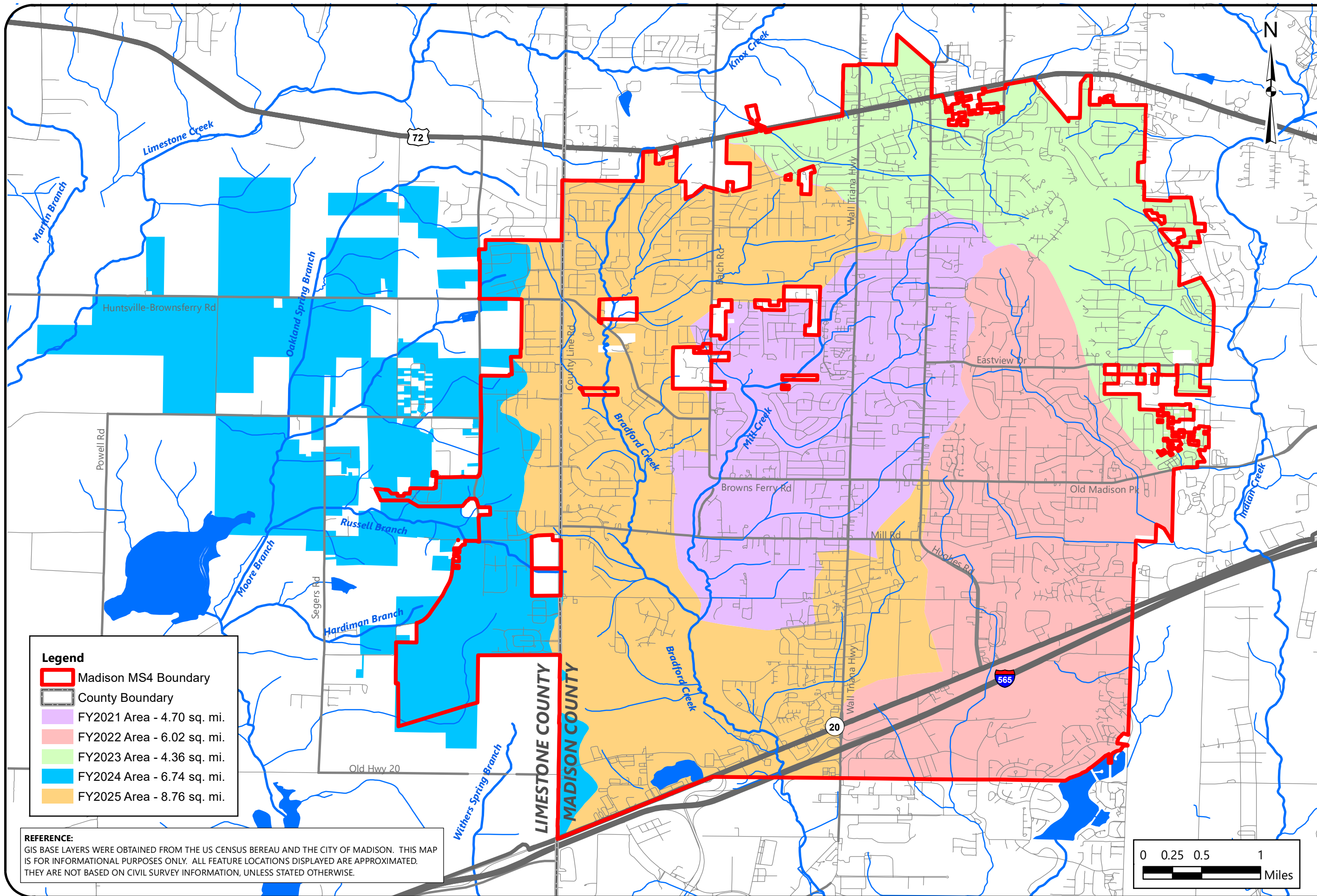
- Attachment: Figure 1 Outfall Inspection Schedule (FY2021-FY2025)
- Figure 2 FY2024 Outfall Inspection
- Environmental Services Fee Schedule
- Agreement for Services (AS-071)

## **Attachments**



## Environmental Services 2024 Unit Rate Fee Schedule

<b>LABOR CATEGORY</b>	<b>UNIT</b>	<b>RATE</b>
Principal Engineer, Geologist, Scientist (P6)	per hour	\$255.00
Senior Engineer, Geologist, Scientist (P5)	per hour	\$210.00
Project Engineer, Geologist, Scientist (P4)	per hour	\$180.00
Project Engineer, Geologist, Scientist (P3)	per hour	\$155.00
Staff Professional (P2)	per hour	\$115.00
Staff Professional (P1)	per hour	\$100.00
Environmental Technician	per hour	\$95.00
CAD Operator (C3)	per hour	\$115.00
Administrative Support (S3)	per hour	\$115.00
<b>UNIT RATE CATEGORY</b>	<b>UNIT</b>	<b>RATE</b>
Travel Expenses	Cost +	20.00%
Supplies, Equipment, Materials & Shipping	Cost +	20.00%
pH Meter	per day	\$30.00
Conductivity Meter	per day	\$30.00
Chlorine Meter	per day	\$30.00
Ammonia Kit	per day	\$10.00
Oil-Water Interface Probe	per day	\$65.00
Dissolved Oxygen Meter	per day	\$20.00
Field Tablet	per day	\$80.00
Field Computer	per day	\$20.00
Flow-thru Cell and Meter	per day	\$175.00
Multi-Parameter Water Quality Meter	per day	\$100.00
Turbidity Meter	per day	\$40.00
GPS Unit (Sub-Meter Accuracy Capability)	per day	\$160.00



**Legend**

- Madison MS4 Boundary
- County Boundary
- FY2021 Area - 4.70 sq. mi.
- FY2022 Area - 6.02 sq. mi.
- FY2023 Area - 4.36 sq. mi.
- FY2024 Area - 6.74 sq. mi.
- FY2025 Area - 8.76 sq. mi.

**REFERENCE:**  
 GIS BASE LAYERS WERE OBTAINED FROM THE US CENSUS BUREAU AND THE CITY OF MADISON. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



**OUTFALL INSPECTION SCHEDULE - 2024 UPDATE**

CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM  
 NPDES PERMIT NO. ALS000014

SCALE:  
1:48,151

DATE:  
7/9/2024

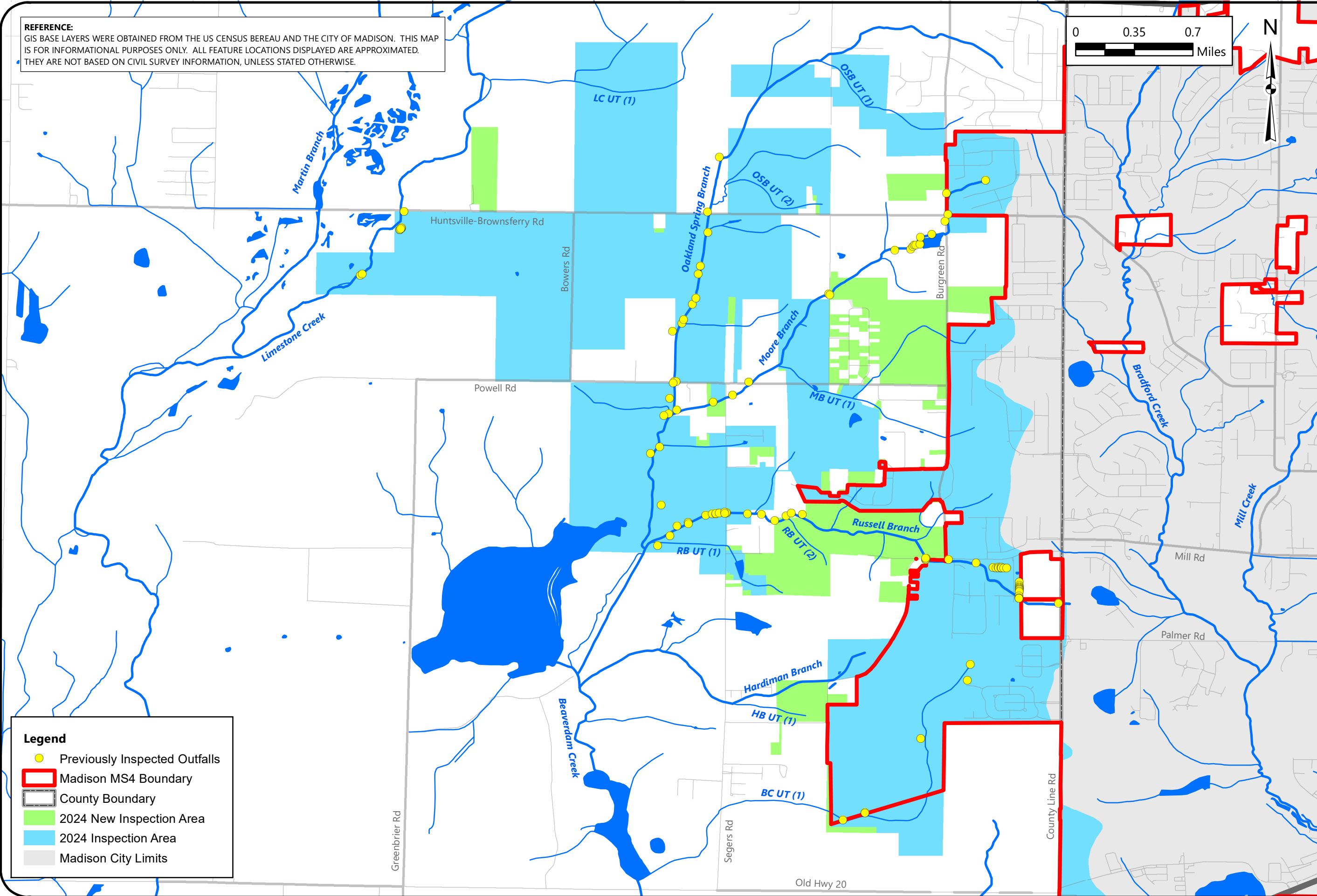
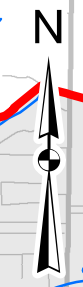
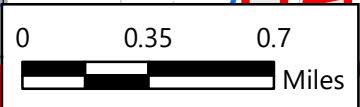
PROJECT NUMBER  
24820087

FIGURE NO.

**1**



**REFERENCE:**  
GIS BASE LAYERS WERE OBTAINED FROM THE US CENSUS BUREAU AND THE CITY OF MADISON. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



**Legend**

- Previously Inspected Outfalls
- Madison MS4 Boundary
- County Boundary
- 2024 New Inspection Area
- 2024 Inspection Area
- Madison City Limits

**FY2024 OUTFALL INSPECTION**

CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM  
NPDES PERMIT NO. ALS000014

SCALE:  
1:33,860

DATE:  
7/9/2024

PROJECT NUMBER  
24820087

FIGURE NO.

**2**



## AGREEMENT FOR SERVICES

Form AS-071

Date: July 10, 2024	Job Number: 24820087
S&ME, Inc. (hereafter Consultant)	Client Name: <b>City of Madison</b> (hereafter Client)
Address: 360D Quality Circle NW Suite 450 City: Huntsville State: AL                                  Zip: 35806	Address: 100 Hughes Road City: Madison State: AL                                  Zip:
Telephone: 256-837-8882 Fax:	Telephone: 256-772-5672 Fax: gina.romine@madisonal.gov (Gina Romine)
<b>PROJECT</b>	
Project Name: <b>FY2024 Outfall Inspections</b>	
Project location: (Street Address) 100 Hughes Road	
City: Madison                                  State: AL                                  Zip: 35758	
<b>SERVICES TO BE RENDERED</b>	
Proposal Number: <b>24820087</b> dated: July 10, 2024                                  is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

- CLIENT Accounts Payable contact name:
- CLIENT Accounts Payable contact phone number:
- CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

- 6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.  
  
By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
- 8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
- 9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
  - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
  - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
  - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
  - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
  - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
  - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
  - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.**

**CLIENT:** City of Madison

**S&ME, Inc.**

**BY:** \_\_\_\_\_  
(Signature)

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name / Title)

\_\_\_\_\_  
(Print Name / Title)

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSAL NUMBER:** 24820087

**Client's FAXED or DIGITAL signature to be treated as original signature**



**RESOLUTION NO. 2024-226-R****A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE  
AMENDMENT THREE TO A CONTRACT WITH OHM ADVISORS**

**WHEREAS**, pursuant to Resolution No. 2022-255-R, the Council authorized the Mayor to execute a Professional Services Agreement with OHM Advisors for professional engineering consulting services for the Segers Road and Maecille Drive improvement project (herein “the Project”); and

**WHEREAS**, pursuant to Resolution No. 2023-192-R, the Council approved the first amendment to the contract expanding the scope of the Agreement to include a survey of the Project; and

**WHEREAS**, pursuant to Resolution No. 2024-43-R, the Council approved the second amendment to the contract to allow for additional right-of-way acquisition services (i.e. legal description and exhibit development) not included in the original agreement; and

**WHEREAS**, the Engineering Department requests that the Council approve a third amendment to the contract to allow for the creation of additional legal descriptions of the Project.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number Two to the Professional Services Agreement with OHM Advisors for professional engineering consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Segers Road and Maecille Drive Intersection Improvements Amendment Three” 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 OHM Advisors in an additional amount not to exceed one thousand five hundred (\$1,500) and in the manner detailed in the Third Amended Agreement to be paid from the Engineering Department’s budget.

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



July 16, 2024

Honorable Paul Finley
Mayor
City of Madison
100 Hughes Road
Madison, AL 35758

RE: Segers Road and Maecille Drive Intersection Improvements
Amendment 3 – Combined Legal Description

Dear Mayor Finley,

We are requesting a contract amendment for elements of the project that have changed and/or evolved beyond the original scope and cost derivation signed October 11, 2022. The items are as follows:

Scope

Based on phone conversations and emails with the City, the City has requested that OHM provide one consolidated legal description for all areas within the existing prescriptive easements along Segers Road and Maecille Drive. This revised legal description will be prepared by a licensed surveyor in the state of Alabama.

Exclusions

This contract amendment does not include any new legal exhibits or revisions to previously prepared legal exhibits.

Schedule

Based on phone conversations and emails, OHM will conduct the scope described above beginning immediately and will deliver to the City within two weeks.

Compensation

OHM will perform the additional services on a lump sum basis for the Amendment for a fee of \$1,500. The Client will be invoiced for services monthly on a percentage basis.

Authorization and Acceptance

If this proposal is acceptable to you, please sign this letter authorizing this amendment. If you have any questions or require additional information, please do not hesitate to contact me by email at james.dearman@ohm-advisors.com or by telephone at (615) 610-5246.

Thank you for giving us the opportunity to be of service.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

City of Madison, Alabama
CLIENT

James Robert Dearman, PE
Project Manager
07/16/2024

(Signature) Paul Finley
(Name) Mayor
(Title)
(Date)

**RESOLUTION NO. 2024-234-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH NIVENS & ASSOCIATES APPRAISALS, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Nivens & Associates Appraisals, Inc. for land appraisals near the proposed Balch Road and Gooch Lane Intersection Improvement project for land acquisition, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Appraisal Fee Quote" 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 Nivens & Associates Appraisals, 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 12<sup>th</sup> day of August 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

# *NIVENS & ASSOCIATES APPRAISALS, INC.*

115 MANNING DRIVE, SUITE D202 - HUNTSVILLE, ALABAMA 35801  
PHONE: (256) 534-5084 EMAIL: DNIVENS@NIVENSAPPRAISAL.COM

July 19, 2024

Ms. E. Michelle Dunson, P.E., CFM  
City of Madison, Engineering Department  
100 Hughes Road  
Madison, Al. 35758

Re: Appraisal Fee Quote for the Balch Road &  
Gooch Lane Intersection Improvement Project

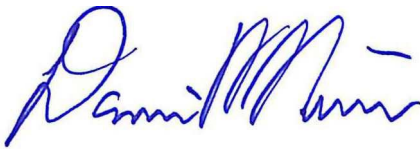
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the properties involved in the Balch Road & Gooch Lane Intersection Improvement Project. This letter is to advise you that we will be glad to prepare appraisals regarding the properties listed on the maps and legal descriptions that you provided.

The fee to complete the appraisal report on this property listed in your e-mail pursuit to this project will be **\$5,300**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 30 days from the date of engagement by the City of Madison.

Again, thank you for this opportunity and if you have any questions, please do not hesitate to contact me.

Sincerely,



Darrin K. Nivens, MAI  
Certified General Real  
Property Appraiser, G00420

Darrin K. Nivens, MAI



Claude B. Moore, Jr.  
Jack P. Fanning, Jr.  
Matthew R. Green

**RESOLUTION NO. 2024-235-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH URETEK USA, INC. FOR REPAIR TO WESTCHESTER ROAD**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to negotiate and execute on behalf of the City, a public works repair contract with URETEK USA, Inc., for the repair and renovation of the Spencer Green roadway, similar in intent and purpose to the attached "Proposal for Void-Fill and Stabilization – Westchester Road," 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 Uretek USA, Inc. in the amount(s) and manner authorized by the agreement accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12<sup>th</sup> day of August 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



The URETEK Method™  
Deep Injection™

July 2, 2024

Ms. Michelle Dunson, P.E., CFM  
Deputy City Engineer  
City of Madison  
100 Hughes Road  
Madison, AL 35758

RE: Proposal for Void-fill and Stabilization – Westchester Road – Madison, AL

Ms. Dunson:

URETEK USA, Inc. (URETEK) proposes to fill voids, stabilize soils, and lift the subsided areas of pavement on Westchester Road, utilizing the **URETEK Deep Injection Process**. The repair will be performed utilizing the high-density, hydro-insensitive polyurethane polymer, URETEK 486Star. URETEK will provide all supervision, labor, materials, supplies, insurance, tools, and equipment necessary to complete the repair. Maintenance of traffic is not included in this proposal. A quote for maintenance of traffic can be provided upon your request.

URETEK offers this ground densification process as a permanent repair method to stabilize soil-supported structures. The lightweight nature of the URETEK material when compared to competing cementitious products used for the same purpose, allows for a shallower scope of injections that essentially transfers the loads across weaker layers of soil deeper down without the necessity of injecting full depth to a deeper load-bearing stratum. For this proposal we have assumed the injection elevations indicated in ATTACHMENTS #1 & #2.

Since it is not possible to accurately verify the size and extent of all possible voids and soil conditions in the project area, all work will be performed and invoiced under the unit-price method. However, based on our observations of the project areas and information provided, I would estimate the cost to fill voids, stabilize the soils, and lift the subsided pavement, if required, to be, as follows –



URETEK USA, Inc.  
482 Hannah Road  
Newnan, GA 30263

(404) 310-2508  
Fax (630) 839-0761  
www.uretekusa.com

Westchester Road	Estimated URETEK 486Star (Lbs.)	Cost /Lbs.	Estimated Cost
Areas A & B	7,700	\$ 6.25	\$ 48,125.00
Area C	13,200	\$ 6.25	\$ 82,500.00
Mobilization			\$ 2,000.00
<b>Total Estimated Cost</b>			<b>\$ 132,625.00</b>

This estimated cost is based upon 20,900 pounds of URETEK 486Star being required to complete the repair. If less than the estimated pounds of URETEK 486Star is required to complete the repair you will only be invoiced for the amount of material actually injected at \$6.25 per pound. Due to unknown conditions, should any additional URETEK 486Star be required to complete this repair, it would be invoiced at \$6.25 per pound. We will not inject any material above the total estimated pounds without your prior approval.

### Controlling Concrete Lifting & Soil Stabilization

Ms. Michelle Dunson, P.E., CFM  
July 2, 2024  
Page Two

URETEK developed the URETEK Deep-Injection process for filling voids, stabilizing and increasing the load-bearing capacity of soils under asphalt and concrete pavements utilizing expanding polyurethane polymers. We have been providing these services to Departments of Transportation for the past thirty-six years.

All work under this proposal shall be performed under and subject to the attached Specifications (EXHIBIT I) and the attached Terms and Conditions (EXHIBIT II). Any

Contract or Purchase Order covering work performed from this proposal shall include and reference this proposal, including said Specifications and Terms and Conditions.

The contract, purchase order, or change orders should be made to:

URETEK USA, Inc.  
P.O. Box 1929  
Tomball, TX 77377-1929

ATTN: Robert D. Emfinger

Email: [remfinger@uretekusa.com](mailto:remfinger@uretekusa.com)  
Phone: 404-310-2508  
FAX: 630-839-0761

We look forward to working with you on this project. If you have any questions or need any additional information, please contact me.

Sincerely,



Robert D. Emfinger

Attachments (4)



**EXHIBIT I**

**PAVEMENT STRUCTURE AND FOUNDATION SOILS STABILIZATION,  
AND LIFTING WHERE NECESSARY, UTILIZING A TWO-PART 1:1 BY  
VOLUME, WATER RESISTANT, HIGH DENSITY POLYURETHANE (HDPF)**

**DESCRIPTION:**

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, and structures such as bridge approaches with sleeper slabs, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer or as determined from the results of Penetrometer tests, while monitoring for movement at the surface. If required, injection of material shall continue as needed to lift the pavement to grade.

**MATERIAL:**

1. The material for stabilizing, raising, filling voids, and undersealing pavements shall be a water blown, closed cell, high-density polyurethane system with the following physical characteristics and properties:

<b>Technical Property</b>	<b>Requirement</b>
Density, min., per ASTM D1622 (air rise)	4.0 lbs / ft <sup>3</sup>
Compressive strength, min., per ASTM D 1621	60 psi
Density, max., per ASTM D1622 (air rise)	4.2 lbs / ft <sup>3</sup>
Curing Rate	90 percent of compressive strength within 15 minutes after injection

2. Non-shrink grout to patch drill holes. Supplied by an approved manufacturer and used within the shelf life and temperature limitation set by the manufacturer.

**EQUIPMENT:**

The contractor shall provide at a minimum, the following equipment:

Pumping Units. Truck-mounted pumping unit(s) capable of injecting the high density polyurethane material beneath the pavement. The pumping unit shall be capable of controlling the rate of flow of material as required to lift the pavement and prevent pavement blowouts. The unit shall be equipped with certified flow meters for each chemical component to measure the amount of each chemical injected at each location and for quality control to check the mix ratio. The certified flow meters shall have a digital output in both pounds and gallons.

1. Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
2. Pneumatic or electric drills capable of efficiently drilling 5/8" diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
3. Laser levels or dial indicator devices to monitor movement at the surface of the pavement and to lift to proper grade as needed.
4. A portable dynamic cone penetrometer for on-site soils investigation.
5. All necessary light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

### **CONSTRUCTION REQUIREMENTS:**

The contractor shall perform the following and obtain approval from the client prior to injection of any polymer:

1. The contractor shall provide a pavement profile from laser level measurements of each area including proposed target elevations to correct the settlement of the pavement.
2. When requested by the client, contractor shall perform a DCP test. The DCP will be used by the client to determine whether or not the process of undersealing / slab lifting will provide a long-term solution.
3. Using the certified flow meters, a quality check shall be performed on the ratio of the two-part chemical system. The part A (Resin) to the part B (ISO) ratio by volume should be 1:1. Prior to performing the work each day, the contractor shall reset the flow meters on the pumping units to zero. The contractor shall perform a test shot of material from 1 injection gun at a time with a minimum of 0.5 gallons of each material, comparing the digital output in gallons of resin to the gallons of ISO to determine the injected ratio. If the ratio is less than 0.95 or greater than 1.05, the system is to be checked for problems, adjusted, and the ratio rechecked until a proper ratio is assured. Contractor shall repeat the quality check for all the injection guns to be used on the project. The Contractor shall submit with other bid documents the most recent calibration documents for the flow meters.
4. Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the contractor during injection to determine proper material usage to lift the concrete to within +/- one-eighth inch of the target elevation.

5. The contractor will be responsible for any pavement blowouts, excessive pavement lifting or pavement damage that may occur as a result of the contractor's work. The contractor shall repair any subject areas to the satisfaction of the engineer at the contractor's expense.

**BASIS OF PAYMENT:**

The accepted quantities of polyurethane material as displayed by the certified flow meters will be paid for at the contract unit price.

**EXPERIENCE:**

The Contractor, as well as, the project supervisor proposed for the project must have a minimum of five (5) years' experience injecting expansive polymers beneath concrete pavement. As part of the bid submittal, Contractor must submit evidence of prior experience such as prior specifications and bid documents as well as client references to demonstrate the minimum three-years' experience.

**SAFETY:**

The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process, demonstrating capability of safely conducting the work.

**WARRANTY:**

A two-year unconditional warranty against settlement of more than 1/4" of the pavement. If settlement of more than 1/4" in the injected areas occurs, Contractor shall return to inject the affected area to lift to proper grade at no additional charge to the owner. One exception to warranty – if the DCP tests reveal deeper problems and the owner does not authorize payment to address these issues, warranty will not be valid.

**EXHIBIT II****TERMS AND CONDITIONS**

The Customer understands that the URETEK processes involve drilling 3/4" holes through the pavement, installation of injection tubes, and the injection of URETEK synthetic resins, which expand to fill voids and realign structures and pavement.

URETEK carries workman's compensation and limited general liability insurance.

URETEK will not be responsible for or repair damage to utilities, including but not limited to, electrical or telephone cabling, drain, fire sprinkler, sewer and/or water lines. URETEK will not be held liable for any damage to other parts of the structure or finish work within the work area, which may result from void filling or structure realignment and will not repair such damage.

Area of work will be left free from trash and debris related to the work of URETEK crews.

URETEK makes no representations and will not be responsible for any damage to the repair area caused by ground subsidence or settlement of native soils, subsoil conditions, structural problems, dynamic or static loads much higher than the design loads at the time of the URETEK intervention, damages caused by excavations, product tampering, natural catastrophes (storms, floods, drought, tides, earthquakes, explosions, fire, etc.).

URETEK warrants that the materials injected will not shrink or deteriorate for a period of ten (10) years from the date of injection. During the warranty period, URETEK will replace, by re-injection, any material that fails to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied.

Where bonding is required, the Warranty in the Contract will be as follows:

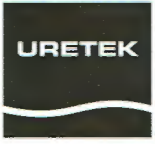
URETEK warrants to the Owner that: (1) materials and labor under this Contract are guaranteed for a period of one year from the date of final acceptance; (2) materials furnished under this Contract will be new and of good quality; (3) the Work will be free from defects not inherent in the quality required.

This proposal is subject to State and local sales and use taxes, as applicable, unless client provides acceptable exemption certification.

Customer will provide –

- Adequate access to the work sites.
- Any necessary authorizations or permits.
- Traffic control lane closures during the work shifts.
- Customer or representative on site during the time work is taking place.

**This proposal is valid for 60 days from the date of this proposal.**



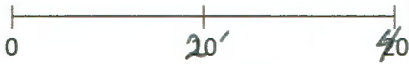
www.uretekusa.com

Client: CITY OF MADISON  
Location: WESTCHESTER ROAD  
MADISON COUNTY  
By: R. ENFINGER Date: 7/2/24

Title: AREAS A & B

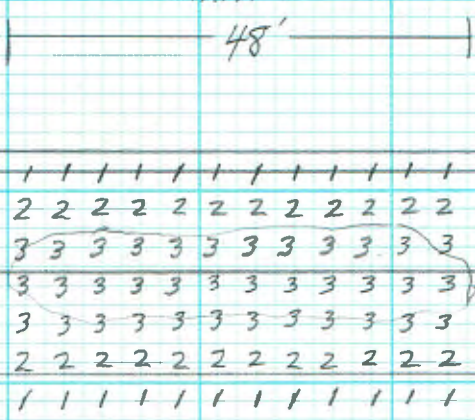
1" = 20'  
Scale

Notes: 34.67722716 / -86.76112073



AREA A

AREA B



URETEK DEEP INJECTION -

- 1 INJECTIONS @ -4'
- 2 INJECTIONS @ -4' & -8'
- 3 INJECTIONS @ -4', -8', & -12'

City of Madison  
Madison, AL  
Westchester Road - Areas A & B

34.67722716 / -86.76112073  
Madison County

Cost Estimate

Description	Number of Injections	Estimated Lbs. Per Injection	Estimated URETEK 486 (Lbs.)
<b><u>URETEK Deep Injection -</u></b>			
URETEK Soil Stabilization @ -4'	140	30	4,200.000
URETEK Soil Stabilization @ -8'	100	35	3,500.000
URETEK Soil Stabilization @ -12'	60	40	2,400.000
Estimated URETEK 486 - Soil Stabilization @ Cost Per Pound			7,700.000
			\$ 6.25
			<u>\$ 48,125.00</u>
 <b>URETEK - Undersealing and Slab Lifting</b>			
Estimated URETEK 486 @ Cost Per Pound			-
			\$ 6.25
			<u>\$ -</u>
 <b>Total Estimated Cost</b>			 <b><u>\$ 48,125.00</u></b>

City of Madison  
Westchester Road - Areas A & B  
Madison, AL

34.67722716 / -86.76112073  
Madison County



**City of Madison**  
**Westchester Road - Areas A & B**  
**Madison, AL**

**34.67722716 / -86.76112073**  
**Madison County**





**City of Madison  
Westchester Road - Areas A & B  
Madison, AL**


**34.67722716 / -86.76112073  
Madison County**




# Westchester Road - Areas A & B Stabilization

Madison County

## Legend

 34.67722716 / -86.76112073

 34.67722716 / -86.76112073

Google Earth

Image Landsat / Copernicus



100 ft



City of Madison  
Madison, AL  
Westchester Road - Area C

34.67608759 / -86.76038492  
Madison County

Cost Estimate

Description	Number of Injections	Estimated Lbs. Per Injection	Estimated URETEK 486 (Lbs.)
<b><u>URETEK Deep Injection -</u></b>			
URETEK Soil Stabilization @ -4'	240	25	6,000.000
URETEK Soil Stabilization @ -8'	240	30	7,200.000
URETEK Soil Stabilization @ -12'	90	35	3,150.000
Estimated URETEK 486 - Soil Stabilization @ Cost Per Pound			13,200.000
			\$ 6.25
			<u>\$ 82,500.00</u>
 <b>URETEK - Undersealing and Slab Lifting</b>			
Estimated URETEK 486 @ Cost Per Pound			-
			\$ 6.25
			<u>\$ -</u>
 <b>Total Estimated Cost</b>			 <b><u><u>\$ 82,500.00</u></u></b>

City of Madison  
Westchester Road - Area C  
Madison, AL

34.67608759 / -86.76038492  
Madison County



**City of Madison  
Westchester Road - Area C  
Madison, AL**


**34.67608759 / -86.76038492  
Madison County**




# Westchester Road - Area C Stabilization

Madison County

## Legend

 34.67608759 / -86.76038492

34.67608759 / -86.76038492 

Google Earth

Image Landsat / Copernicus



200 ft



# ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
ALEXANDER CITY AREA  
POST OFFICE BOX 1179  
ALEXANDER CITY, ALABAMA 35011-1179  
Telephone: (256) 234-4265 Fax: (256) 234-3474



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

March 19, 2024

Mr. George Conner, P.E.  
Deputy Director of Operations and Contractor Relations  
Alabama Department of Transportation  
1409 Coliseum Blvd  
Montgomery, AL 36110

RE: Sole Source – URETEK 486Star Injection Tube Countersinking on AL77 at MP 88.78

Dear Mr. Conner:

I hereby declare to the best of my knowledge that URETEK USA, Inc is the sole provider of injection tube countersinking using the URETEK 486Star polymer in the state of Alabama. URETEK USA, Inc uses its proprietary polymer product, URETEK 486Star, to fill voids, stabilize soils, and lift structures that are supported by soils.


The East Central Region Alexander City Area needs to use the URETEK USA, Inc process and products to lift the subsided bridge approach slab on the south end of the bridge located on AL77 at MP 88.78 (BIN 8398). Due to the need to lift the slab and protect against high-moisture content, the URETEK 486Star product is needed due to its ability to expand and cure quickly as well as provide lasting results. The URETEK 486Star polymer is hydro-insensitive and provides the ability to maintain dimensional stability when the 2 polymer components are mixed, even in moist or conditions. URETEK 486Star also passes ASTM-2842 testing for water absorption of cured polymers.

The Area has had previous permanent repairs to slabs and culverts completed using this same method with positive results in that structures have remained stable and withstood elements such as water intrusion, pumping, and heavy traffic. Some projects completed within the Alexander City Area using the URETEK Method include slab stabilization on US280 at MP 41.9, AL21 at MP 213.6, and I20 at MP 203.3. All of these locations have remained stable for over 10 years. Also, an undermined triple-barrel culvert repair was conducted on AL22 in 2003, and this structure has been free from problems such as water intrusion and pumping since 2003 when the work was conducted.

In addition to the above benefits, the URETEK Method is also minimally invasive as well as quick to completion. The URETEK 486Star polymer material sets rapidly which means that crews and the traveling public are not exposed to a work zone and adverse conditions for as long as compared as to other methods.


No other vendor can provide the URETEK Method and URETEK 486Star products. To the best of our knowledge no other business entity has the legal right to sell, deliver or solicit the sale of this product within the State of Alabama.

Sincerely,

  
Holly O. McCain, P.E.  
Area Maintenance Engineer  
East Central Region – Alexander City Area

OK  
②

Approved:

  
George H. Conner

Deputy Director, Operations  
This approval expires on: 4.1.2025

HOM:hom  
Cc: File – Area Maintenance 2024 Purchases





March 20, 2024

Mr. George Conner  
Deputy Director of Operations and  
Contractor Relations  
Alabama Department of Transportation  
P.O. Box Montgomery, AL 36130-3050

URETEK USA, Inc.  
PO Box 1929  
Tomball TX  
77377-1929

13900 Humble Rd  
Tomball TX  
77375

T: 888-287-3835  
T: 281-351-7800  
F: 281-351-0884

Dear Mr. Connor:

This is to certify that URETEK USA, Inc. (URETEK) holds the exclusive license under U.S. Patent No. 10,465,355 B2 (Injection Tube Countersinking) dated November 5, 2019. URETEK is the sole source provider in the United States and its territories for utilizing the injection tube countersinking process.

URETEK has not and will not train, license, or equip any party outside of URETEK to distribute, resell, or perform the injection countersinking process in the injection of structural polymers to stabilize soils and lift subsided pavements.

Sincerely,

URETEK USA, Inc.

Robert D. Emfinger

**RESOLUTION NO. 2024-248-R**

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE  
THE SUBDIVISION IMPROVEMENTS FOR BELLAWOODS, PHASE 2**

**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 August 12<sup>th</sup>, 2024, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Bellawoods, Phase 2 as recorded in the Limestone County Probate Office in Plat Book L, Pages 23-25.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12<sup>th</sup> day of August 2024

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

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of August 2024

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



**CITY OF MADISON, ALABAMA**  
**MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS**

Subdivision: BELLWOODS PHASE 2

Principal: DILTINA DEVELOPMENT CORPORATION

Bond No: \_\_\_\_\_ Amount: \$182,351.71 LOC  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.



THE 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: BELLAWOODS PHASE 2

Plat Book: L Page: 23-25 or Document # \_\_\_\_\_

Probate Records of LIMESTONE County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, 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 Board, and if applicable the City of Madison.

Date: 12/14/2023

Developer: DILTINA DEVELOPMENT

Address: 7545-A HWY 72W MADISON, AL 35758

By:  ALEX MAXWELL, JP

ENGINEERING CERTIFICATION  
(THE BOARD)

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

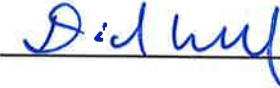
This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

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

Date: 08-06-2024

Consulting Engineer(s): Schoel

Address: 101 Washington St Huntsville 35803

By: 

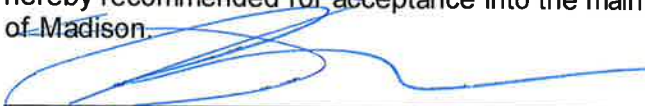
THE CITY OF MADISON &  
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON  
APPLICATION FOR ACCEPTANCE AND DEDICATION OF  
SUBDIVISION IMPROVEMENTS

Subdivision: BELLA WOODS PHASE 2


Plat Book: L Page: 23-25 or Document # \_\_\_\_\_

Probate Records of LIMESTONE County, Alabama

The sanitary sewer system of the above-referenced subdivision has 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 sanitary sewer system 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 5<sup>th</sup> day of February, 2024, dedicated sanitary sewer system 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

ENGINEERING CERTIFICATION  
FOR THE CITY OF MADISON

This is to certify that 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 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(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 08-06-2024

Consulting Engineer(s): Schoel

Address: 101 Washington St Huntsville AL 35803

By: 

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

Subdivision: Bellawoods Phase 2

Plat Book: L Page: 23-25 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system 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 sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.

  
\_\_\_\_\_  
Engineering Director

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. 2024-249-R**

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE  
THE SUBDIVISION IMPROVEMENTS FOR BELLAWOODS, PHASE 3**

**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 August 12<sup>th</sup>, 2024, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Bellawoods, Phase 3 as recorded in the Limestone County Probate Office in Plat Book L, Pages 107-109.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12<sup>th</sup> day of August 2024

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

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of August 2024

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama





**CITY OF MADISON, ALABAMA**  
**MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS**

Subdivision: BELLWOODS PHASE 3

Principal: DILTINA DEVELOPMENT CORPORATION

Bond No: \_\_\_\_\_ Amount: \$74,712.41 LOC  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.



THE 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: BELLWOODS PHASE 3

Plat Book: L Page: 107-109 or Document # \_\_\_\_\_

Probate Records of LIMESTONE County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, 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 Board, and if applicable the City of Madison.

Date: 8/6/2024

Developer: DIUTINA DEVELOPMENT

Address: 7545 A HWY 72W MADISON, AL, 35758

By: [Signature] ACEX MAXWELL, VP

ENGINEERING CERTIFICATION  
(THE BOARD)

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the 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 the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 8-06-2024

Consulting Engineer(s): Schoel

Address: 101 Washington St Huntsville AL 35801

By: [Signature]

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

Subdivision: Bellawoods Phase 3

Plat Book: L Page: 107-109 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has 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 sanitary sewer system 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 5th day of August, 2024, dedicated sanitary sewer system 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

ENGINEERING CERTIFICATION  
FOR THE CITY OF MADISON

This is to certify that 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 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(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 08-06-2024

Consulting Engineer(s): Schoel

Address: 101 Washington St Huntsville AL 35801

By: 

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

Subdivision: Bellawoods Phase 3

Plat Book: L Page: 107-109 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system 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 sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.

  
\_\_\_\_\_  
Engineering Director

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. 2024-231-R**

**WHEREAS**, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City’s Official Zoning Ordinance, and has made a report of their recommendations concerning the following requested action(s), to-wit:

**City of Madison’s request to amend the Official Zoning Ordinance revising Article IV, Section 4-15 Downtown Redevelopment Incentive (DRI) Overlay District; and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on September, 23, 2024 at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Ordinance of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A, which includes that Section of 4-15 being amended

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

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 12<sup>th</sup> day of August 2024.

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

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

Approved this 12<sup>th</sup> day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on August 21, 2024

Attachment A

PROPOSED ORDINANCE NO. 2024 - 232

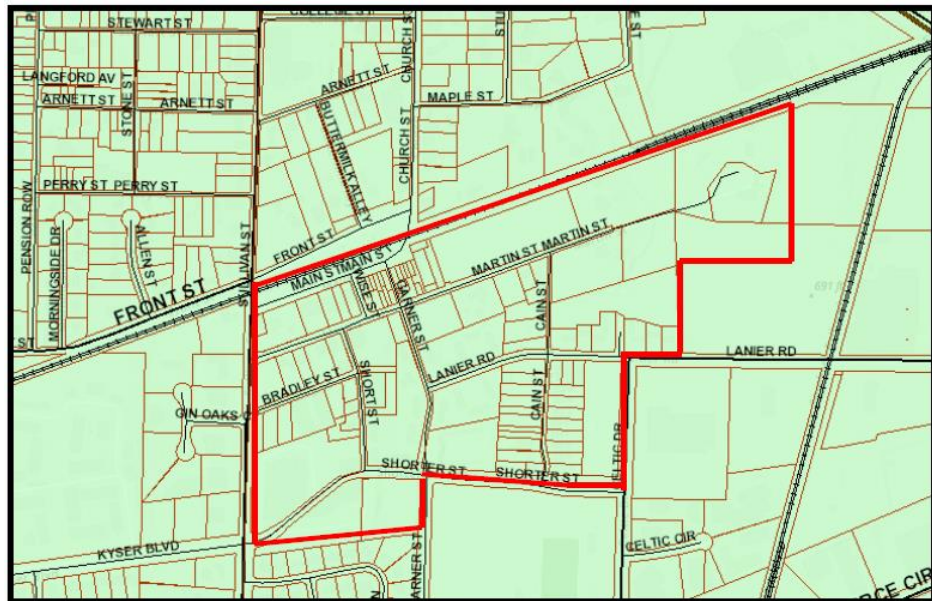
CITY OF MADISON’S REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE REVISING ARTICLE IV, SECTION 4-15 DOWNTOWN REDEVELOPMENT INCENTIVE (DRI) OVERLAY DISTRICT

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

SECTION 1. That the Madison Zoning Ordinance, as last amended, is further amended to read:

Section 4-15-B Application and Effect

B. The DRI Overlay District is shown on Figure 1 below and includes all the properties inside the area highlighted in red. Properties in this district wishing to develop pursuant to the regulations for the DRI District must obtain approval of a Specific Development Permit by the Planning Commission. The development standards for the underlying districts remain in effect within the DRI Overlay District except as modified herein and by any development approval issued pursuant thereto. Any project proposing to meet the standards of the underlying district shall not be subject to the provisions of this ordinance unless the developer elects to come under this ordinance voluntarily.



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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2024.



---

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

**ATTEST:**

---

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

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

**CITY OF MADISON’S REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE  
REVISING ARTICLE IV, SECTION 4-15 DOWNTOWN REDEVELOPMENT INCENTIVE  
(DRI) OVERLAY DISTRICT**

**NOTICE IS HEREBY GIVEN** The City of Madison, Alabama, will hold a public hearing on the 23<sup>th</sup> day of September, 2024, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning Ordinance of the City of Madison, as follows:

**Section 4-15.B Application and Effect** would be amended to increase the area included in the Downtown Redevelopment Incentive (DRI) Overlay District.

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 21<sup>st</sup> day of August, 2024.

**DATED** at Madison, Alabama, this 28<sup>th</sup> day of August, 2024.

---

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

**ORDINANCE NO. 2024-240**

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7D OF WANN PROPERTY SUBDIVISION PHASE 4**

**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 **County Line Road LLC & Maund Family LLC**, requesting the vacation of a portion of a utility & drainage easement located within Lot 7A & 7D of Phase 4 of Wann Property Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF LIMESTONE

**EASEMENT TO BE VACATED**

A 10 FT WIDE UTILITY AND DRAINAGE EASEMENT BETWEEN LOTS 7A AND 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ½ INCH CAPPED IRON PIN STAMPED “MORELL ENG CA-742-LS” FOUND AT THE NORTHEAST CORNER OF LOT 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID FOUND PIN BEING ON THE WESTERN RIGHT-OF-WAY FOR FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 15.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HERIN DESCRIBED EAEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOTH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NROTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 395.09 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 11 MINUTES 58 SECONDS EAST A DISTANCE OF 395.10 FEET TO A POINT; THENCE RUN SOTUH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 3951 FEET (0.09 ACRES), MORE OR LESS.

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

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

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility &

drainage easement in favor of **County Road LLC & Maund Family LLC** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of August 2024.

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

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

**APPROVED** this \_\_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**

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

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

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

STATE OF ALABAMA  
 COUNTY OF LIMESTONE

**EASEMENT TO BE VACATED**

A 10 FT WIDE UTILITY AND DRAINAGE EASEMENT BETWEEN LOTS 7A AND 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ½ INCH CAPPED IRON PIN STAMPED “MORELL ENG CA-742-LS” FOUND AT THE NORTHEAST CORNER OF LOT 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID FOUND PIN BEING ON THE WESTERN RIGHT-OF-WAY FOR FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 15.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HERIN DESCRIBED EAEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOTH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NROTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 395.09 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 11 MINUTES 58 SECONDS EAST A DISTANCE OF 395.10 FEET TO A POINT; THENCE RUN SOTUH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 3951 FEET (0.09 ACRES), MORE OR LESS.

**TO HAVE AND TO HOLD** to said Grantees, their heirs, successors, and assigns forever.

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of August, 2024.

*Quitclaim Deed  
 Lots 7A & 7D, Wann Property Subdivision Phase 4, U&D VOE  
 Page 1 of 2*

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

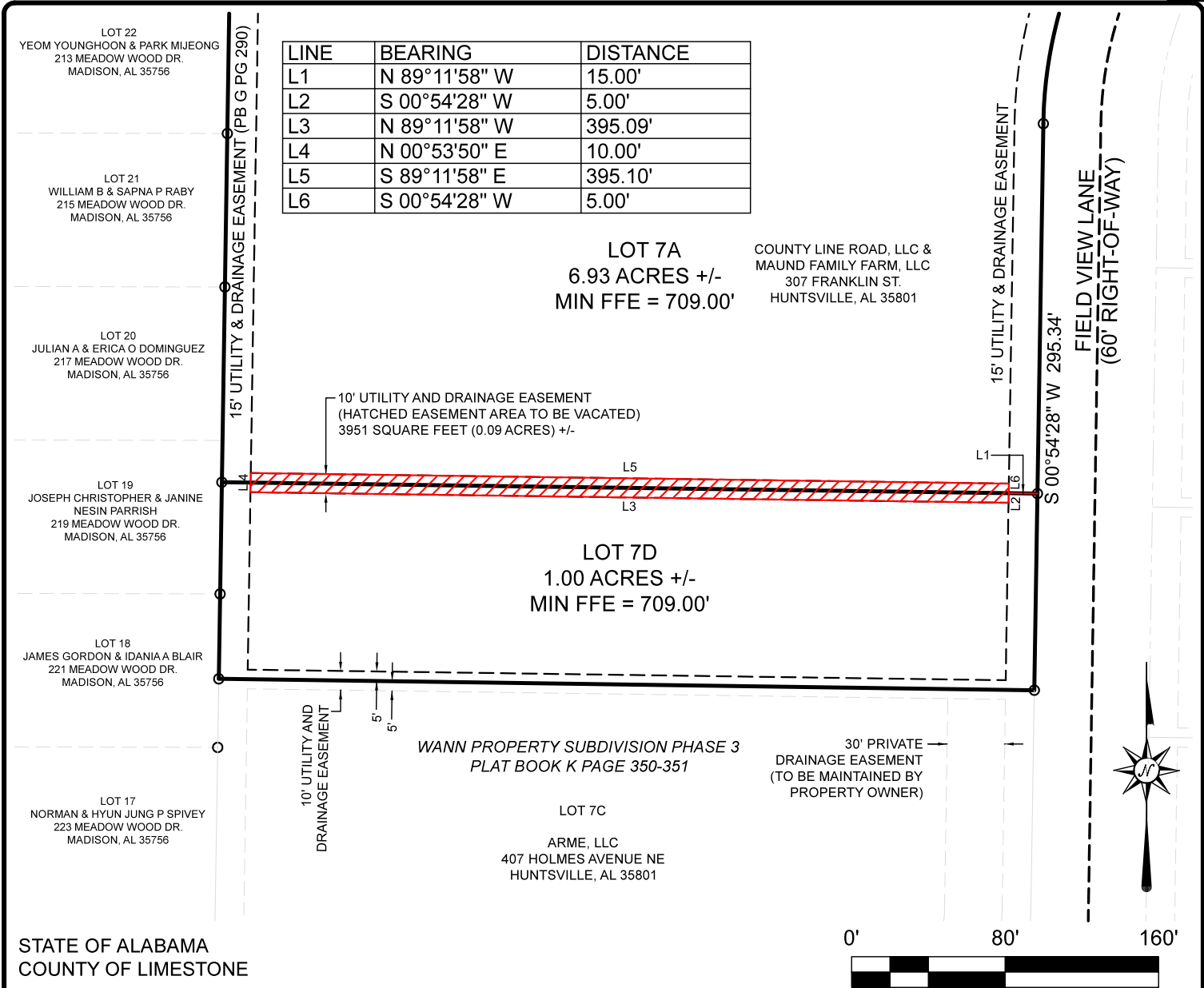
\_\_\_\_\_  
Lisa Thomas  
City Clerk-Treasurer

**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 August 2024.

\_\_\_\_\_  
Notary Public



LINE	BEARING	DISTANCE
L1	N 89°11'58" W	15.00'
L2	S 00°54'28" W	5.00'
L3	N 89°11'58" W	395.09'
L4	N 00°53'50" E	10.00'
L5	S 89°11'58" E	395.10'
L6	S 00°54'28" W	5.00'

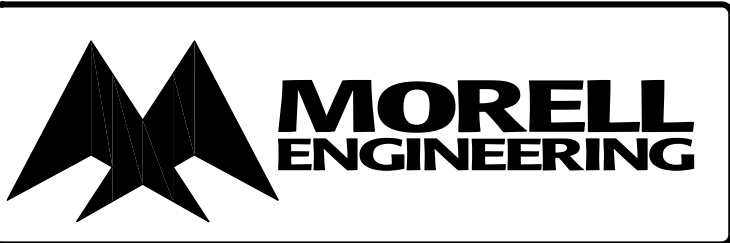
STATE OF ALABAMA  
COUNTY OF LIMESTONE

A 10 FT WIDE UTILITY AND DRAINAGE EASEMENT BETWEEN LOTS 7A AND 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" FOUND AT THE NORTHEAST CORNER OF LOT 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID FOUND PIN BEING ON THE WESTERN RIGHT-OF-WAY FOR FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89°11'58" WEST AT A DISTANCE OF 15.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 00°54'28" WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NORTH 89°11'58" WEST AT A DISTANCE OF 395.09 FEET TO A POINT; THENCE RUN NORTH 00°53'50" EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89°11'58" EAST AT A DISTANCE OF 395.10 FEET TO A POINT; THENCE RUN SOUTH 00°54'28" WEST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 3951 SQUARE FEET (0.09 ACRES), MORE OR LESS.



EASEMENT VACATION  
for  
WANN PROPERTY SUBDIVISION PHASE 4

SCALE: 1" = 80'	DRAWN BY: CHS	PROJ. NO. 24-0076
DATE: 05/21/2024	CHECKED BY: WTM	SHEET NO. 1



# SALES QUOTE

Sales Quote 36783  
Sales Quote Date: 7/25/2024  
Page: 1

Sold  
To: The City OF Madison Alabama  
Alicia Walden  
100 Hughes Road  
Madison, AL 35758  
United States

Ship  
To: The City OF Madison Alabama  
Alicia Walden  
100 Hughes Road  
Madison, AL 35758  
United States

CSR	MDAHSHAN	Customer ID	C365456
Ship Via	FEDEX - GROUND SERVICE	Cust Phone	2567725630
P.O. Number		Cust Fax	
P.O. Date	7/25/2024	Cust Email	alicia.walden@madisonal.gov

Item No.	Description	Shipment Date	Quantity	Unit Price	Total Price
26347BLU	DELUXE PUBLIC WORK STAND,BLUE,PC	7/25/2024	2	\$990.000	\$1,980.00
33682BLU	WHEEL CHOCK,UNIVERSAL,PC BLU	7/25/2024	2	\$171.000	\$342.00
26268	KIT, SECURITY ANCHOR INSTALL TOOLS	7/25/2024	1		
26269	KIT,PUMP INSTALL,BIKE FIX	7/25/2024	1	\$15.600	\$15.60
QUOTED FREIGHT	QUOTED FREIGHT 07/25/24	7/25/2024	1	\$363.000	\$363.00

Quote valid for 30 days from date issued.

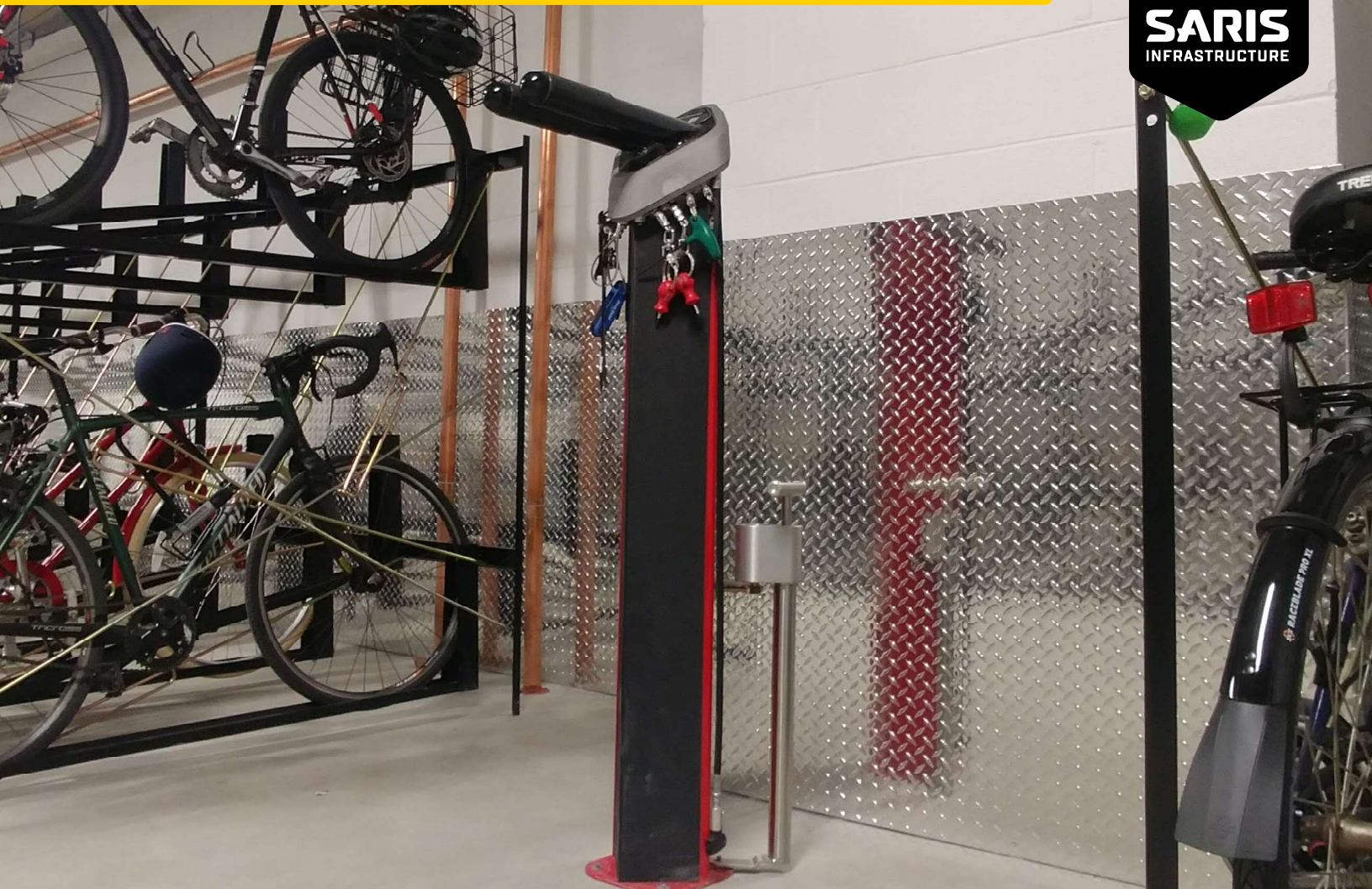
Visit us on-line at: [www.saris.com](http://www.saris.com)

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	<b>Subtotal:</b>	<b>\$2,700.60</b>
0	\$2,700.60	Invoice Discount:	0.00
		Tax:	0.00
		<b>Total (USD):</b>	<b>\$2,700.60</b>

Unless otherwise noted, quote does not include additional charges such as lift-gate, construction site, residential, inside delivery, or delivery appointment, etc.



# DELUXE PUBLIC WORK STAND



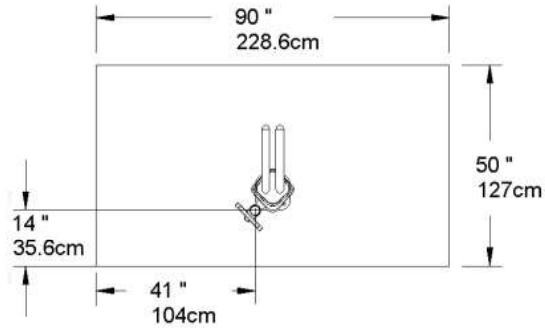
The Deluxe Public Work Stand includes all the tools necessary to perform basic bike repairs and maintenance at the park, on the trail, or in an apartment complex. Nine tools are securely attached via retractable cables to prevent tangling and provide cyclists with an easy, accessible means to keep their bikes rolling.

## Product Specifications

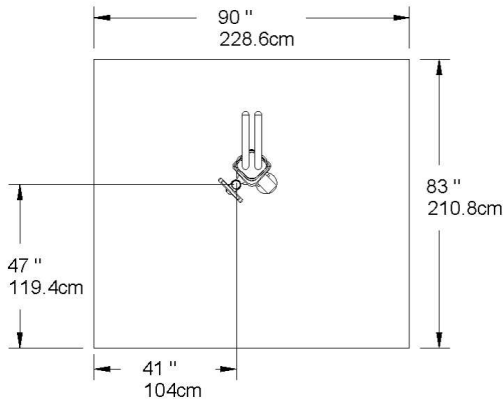
- Tools securely attach by retractable braided stainless steel cables
- Large surface area for custom branding/signage
- Designed to directly interface with Saris Infrastructure's High Security Pump and Wheel Chock attachments (sold separately)
- Long hose provides wide range of motion without touching the ground
- Impact- and UV-resistant front plate won't show wear and tear from pedal strikes
- ADA compliant design

# Deluxe Public Work Stand

## Recommended Setbacks



## Recommended setbacks with integrated wheel chock

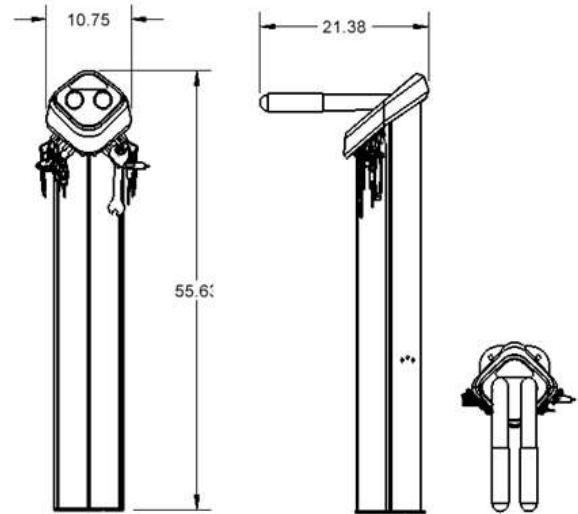


## Included Tools

- Philips & standard screwdrivers
- Steel core tire levers (2)
- Headset/pedal wrench
- 8/10mm cone wrench
- 9/11mm cone wrench
- Torx T-25
- Hex key set



## DPWS Line Drawing Dimensions



Stainless-steel aircraft cable



Thick-walled DOM tubing, Laser cut plate



Stainless-steel or powder coat finish



Installation hardware included



2 year warranty



Made in the USA

## Dimensions

Model #	Finish with additional color options	Type of Mount	Weight	Length	Width	Height
26347BLK	Black Powder Coat	Flange	84 lbs.	10"	10"	55"
26347RED	Red Powder Coat	Flange	84 lbs.	10"	10"	55"
26347S	Stainless Steel	Flange	84 lbs.	10"	10"	55"
26347ORG	Orange Powder Coat	Flange	84 lbs.	10"	10"	55"
26347BLU	Blue Powder Coat	Flange	84 lbs.	10"	10"	55"
26347DGREN	Green Powder Coat	Flange	84 lbs.	10"	10"	55"
26347YLW	Yellow Powder Coat	Flange	84 lbs.	10"	10"	55"

Design files and additional product resources available online at [sarisinfrastructure.com](http://sarisinfrastructure.com)

# WHEEL CHOCK



**SARIS**  
INFRASTRUCTURE



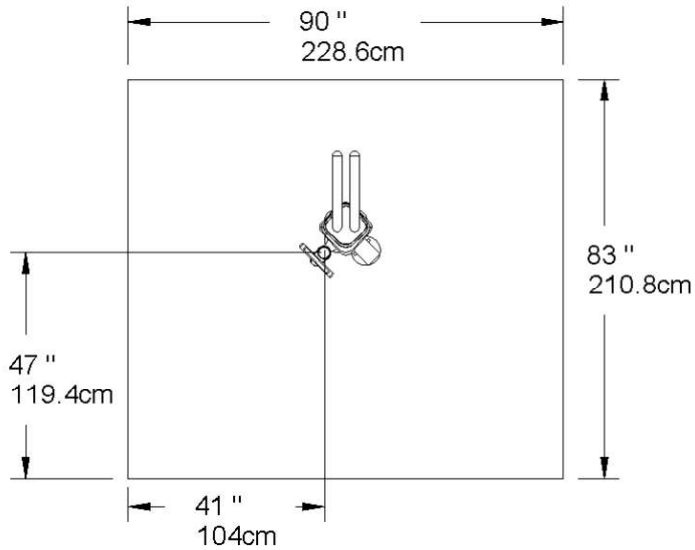
The Wheel Chock holds bikes upright while filling tires with air or making minor adjustments. With universal mounting, the Chock can be mounted to the ground with one of our pumps or mounted directly to our Deluxe Public Work Stand.

## Product Specifications

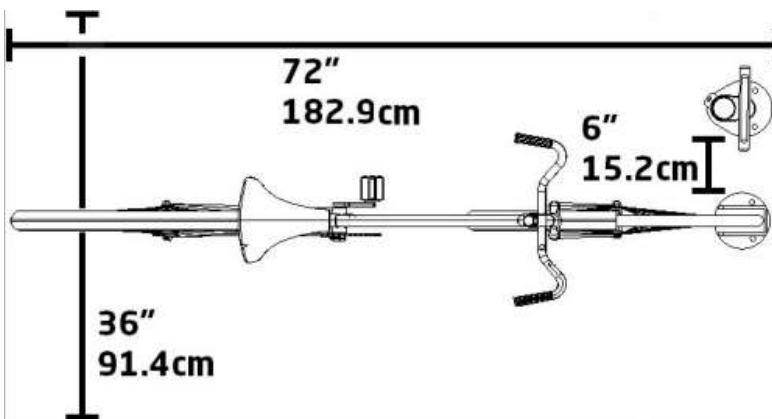
- Supports bikes without kickstands while inflating tires
- Tire friction stops roll-back
- Upright position eliminates trip hazard
- Accommodates tires up to 2.75" and wheel diameters up to 29"
- Cannot lock bikes to wheel chock
- ADA compliant

# Wheel Chock

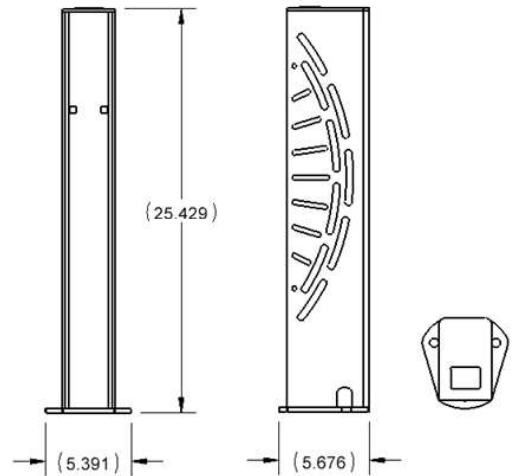
## Layout with deluxe public work stand mount



## Layout with pump

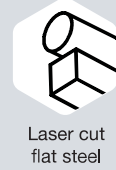


## Wheel Chock line drawing dimensions



### Dimensions

Model #	Finish with additional color options	Weight	Length	Width	Height
26195S	Stainless	16 lbs.	6"	6"	25.5"
26195BLK	Black Powdercoat	16 lbs.	6"	6"	25.5"
26195RED	Red Powdercoat	16 lbs.	6"	6"	25.5"
26195ORG	Orange Powder Coat	16 lbs.	6"	6"	25.5"
26195BLU	Blue Powder Coat	16 lbs.	6"	6"	25.5"
26195DGREN	Green Powder Coat	16 lbs.	6"	6"	25.5"
26195YLW	Yellow Powder Coat	16 lbs.	6"	6"	25.5"



Design files and additional product resources available online at [sarisinrastructure.com](http://sarisinrastructure.com)

**RESOLUTION NO. 2024-245-R**

**AUTHORIZING A MEMORADUM OF AGREEMENT WITH ALEA FOR  
THE USE OF FORCE BY LAW ENFORCEMENT OFFICERS**

**BE IT RESOLVED** that the Mayor is authorized and directed to execute on behalf of the City an agreement with the Alabama Law Enforcement Agency (“ALEA”) to the use of force by law enforcement officers, said agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Memorandum of Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

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

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

## **Memorandum of Agreement**

### **PARTIES**

This Memorandum of Agreement (“MOA”) is entered into by the City of Madison Police Department and the Alabama Law Enforcement Agency (“ALEA”) and its State Bureau of Investigation (“SBI”). This MOA does not alter, change, or abolish the original jurisdiction of any incident. Nothing in this MOA should be construed as limiting or impeding the basic spirit of cooperation between the Madison Police Department and ALEA.

### **PURPOSE**

The purpose of this Agreement is to establish investigative authority and procedures for conducting investigations involving the use of force by law enforcement officers employed by the Madison Police Department in the performance of their duty. Specifically, incidents include the shooting injury of a person by a police officer, the death or serious injury of a person while in police custody, or the death or serious injury of a person during an attempt to take him/her into police custody.

SBI personnel may investigate incidents not specifically mentioned in this Agreement but may do so only after consulting with and receiving approval from the ALEA Secretary, the SBI Director, or their designees.

### **TERM AND TERMINATION**

ALEA may decline to exercise its investigative authority under this Agreement due to conflicts of interest or other reasons or may terminate this Agreement for any reason at the sole discretion of the ALEA Secretary. This Agreement shall be effective upon signature of both parties and shall remain in effect until one or both of the parties terminates the Agreement in writing.

In the event the Madison Police Department terminates this Agreement during an active or pending investigation specified and covered under the Agreement, SBI may notify and/or consult with prosecutorial authority before releasing any reports, evidence, or other documentation to the Madison Police Department.

### **PARTY RESPONSIBILITY**

In the event of an incident covered under this agreement, the Madison Police Department shall notify the SBI Region Commander of his/her designee via a telephone call, as soon as safe and practical to do so. The Madison Police Department shall maintain custody and control of the scene

of the incident, including initiating and maintaining a log of all persons present, arriving, and departing, until SBI personnel arrive on scene to provide relief. The Madison Police Department shall provide an on-scene liaison to assist SBI personnel to identify the location of the event and any other known locations with potential for evidence and to inform SBI personnel of all Madison Police Department actions performed and information gathered prior to SBI arrival. The Madison Police Department shall release all evidence (i.e., physical evidence, weapons, video footage, vehicle(s), etc.), pertaining to an investigation governed by the Agreement known to exist at the time the Madison Police Department notifies SBI and any other evidence discovered throughout this investigation.

Upon being notified of an incident covered under this agreement, ALEA is responsible for ultimately dispatching Special Agents and other necessary personnel to the reported incident location(s). Upon arrival, SBI personnel will assume operational authority of the investigation, including but not limited to, processing the scene, interviewing or interrogating persons involved and witnesses, collecting and preserving potential evidence, and evaluating requests for additional resources.

## **PROCEDURES**

SBI Policies and procedures will control the method and manner of the investigative process. When necessary, SBI and the Madison Police Department, in consultation with the prosecuting authority with jurisdiction over the incident location, shall resolve conflicts regarding policies and procedures that govern use-of-force investigations through discussion and conference by and between each agency's respective supervision. In all other respects, the parties understand that they are, and shall remain, separate and distinct entities. The relationship between the parties is purely contractual in nature. ALEA employees shall remain, at all times, employees of ALEA under ALEA's direction and control, and subject to all applicable ALEA personnel policies and procedures. Madison Police Department employees shall remain, at all times, employees of the City of Madison Police Department under Madison Police Department direction and control, and subject to all applicable Madison Police Department and City of Madison personnel and procedures.

## **INFORMATION SHARING**

Information related to any SBI investigation is considered law-enforcement sensitive and must be protected from unauthorized release or disclosure. To the best of their abilities, the parties shall ensure investigative information, including but not limited to information known at the time that the Madison Police Department notifies SBI of the incident and information the Madison

Police Department and SBI discover during the investigation is secure from unauthorized release or disclosure from inception through conclusion of the investigation.

SBI personnel will share information discovered during the investigative process with the Madison Police Department executive leadership, representatives of the prosecuting authority, or other required entities when necessary to update the Madison Police Department regarding the investigation status, conduct a thorough and complete investigation, or determine the appropriate course of action for case resolution. SBI will provide the Madison Police Department with copies of the final report and other related documentation at the conclusion of the investigation. Any items collected as evidence during the investigation shall be released to the Madison Police Department, unless otherwise prohibited by law or court order.

Unauthorized disclosure of law enforcement sensitive information by the Madison Police Department may result in ALEA immediately terminating any active investigation it undertakes pursuant to the Agreement.

## **MEDIA RELEASE**

Executive leadership of ALEA and the Madison Police Department, or their designees, shall coordinate and discuss all written media releases or statements prior to distribution. Executive leadership of ALEA and the Madison Police Department, or their designees, shall coordinate discussion points and information to be released during live addresses, updates, or press conferences prior to the live event.

## **PROSECTUION**

SBI will submit all final reports, evidence, and other documentation to the prosecuting authority for review and assessment. SBI will report the material factual findings and its investigative conclusions but will offer no legal recommendations regarding prosecution within the final report.

## **REPORTS & RECORDS**

ALEA will maintain all reports, documents, photographs, video, investigative summaries, non-evidentiary material, and other related documentation in accordance with its record retention policy.



**ASSIGNMENT**

Neither party shall assign this Memorandum of Agreement without receiving prior written consent from the other party.

**ENTIRETY**

This Agreement constitutes the entire and only agreement between the parties relating to the matters described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. Neither party shall alter or supplement the terms outlined in the Agreement without written, signed consent from the duly authorized representatives of the parties.

For the convenience of the parties, the Agreement may be executed by facsimile or PDF signature and in counterparts, each of which shall be deemed an original and all of which will constitute on and the same instrument.

**SIGNATURES**

**Alabama Law Enforcement Agency**

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Hal Taylor, its Secretary**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Madison Chief of Police**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Mayor, City of Madison**

**RESOLUTION NO. 2024-251-R**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR NOTIFICATION OF EXPOSURE TO TRAUMA WITH THE NATIONAL CHILDREN’S ADVOCACY CENTER AND THE ALABAMA SCHOOL OF CYBER TECHNOLOGY AND ENGINEERING**

**WHEREAS**, the City of Madison, the City of Madison Board of Education (herein “BOE”) and the National Children’s Advocacy Center (herein “NCAC”) seek to aide children made the victim of trauma in the home and community by recognizing such and making various accommodations and counseling/treatment services available for said children; and

**WHEREAS**, the Alabama School of Cyber Technology and Engineering requests joining the existing partnership between the City of Madison, the BOE and the NCAC; and

**WHEREAS**, maintaining a confidential notification system amongst these entities will serve the public purpose of providing crisis intervention, school accommodations, counseling and/or other appropriate interventions for the benefit of such children made the victim of trauma.

**BE IT RESOLVED** that the Mayor is authorized and directed to execute on behalf of the City an agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Memorandum of Understanding,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12<sup>th</sup> day of August 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



**Memorandum of Understanding**  
**Among**  
**Alabama School of Cyber Technology and Engineering**  
**City of Madison Police Department**  
**and**  
**The National Children’s Advocacy Center**

**Notification of Exposure to Trauma**

**I. PURPOSE**

**The Project.** Childhood exposure to violence and trauma, without appropriate support, is often associated with increased risk of poor outcomes in emotional, behavioral, and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school-related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence and system involvement. “Handle With Care” (“HWC”), a joint project of the Alabama School of Cyber Technology and Engineering (“School”), the City of Madison Police Department (“LE”), and The National Children’s Advocacy Center (“CAC”), directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur by providing support and on-site trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel. This is a significant effort to make our schools more trauma-informed while also supporting students impacted by trauma exposure.

**Notification of Exposure to Trauma.** This Memorandum of Understanding (“MOU”) will focus on notification to School by LE when a child is exposed to trauma in the home or in the community and seeks to better enable School to handle the child with care upon his or her arrival on the next school day following the incident. The phrase shall be construed broadly and shall include, but shall not be limited to, any event or series of events in which a child is a victim of, witnesses, experiences, is involved in, or is questioned relative to, any of the following: abuse or neglect; the abuse or neglect of a family member, loved one, or pet; controversies associated with child custody, visitation, support, or other domestic relations matters when law enforcement intervention has occurred, or is ongoing or imminent; community violence; the commission of a crime; death or serious injury, or suicide or suicide attempt of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness and /or substance abuse by a parent or caregiver; hospitalization or serious family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts or

experiences. Should an LE officer be uncertain as to whether or not to give notice to School, judgment should be exercised in favor of notification.

**II. First Responders Agrees to:**

- A) Send a notification to School identifying children who have been present for First Responder interactions or otherwise exposed to trauma in the community following the notification protocol as outlined below.
- B) Following First Responder contact with a child exposed to trauma, First Responder shall promptly provide/enter the child's name and, if known, the school attended, into the HWC database. Notification to School of the child's "exposure to trauma" shall be given by First Responder entering the child's name and school into the Handle With Care database after First Responders contact with the family/child.
- C) Notifications will contain no specific information about the incident in order to maintain privacy of the student and their family.
- D) To protect the privacy of the student and family as well as relevant First Responder interests, First Responders shall otherwise maintain the confidentiality of students and their families regarding the incident in which the child was exposed to trauma.

**III. Alabama School of Cyber Technology and Engineering ("School") agrees to:**

- A) Designate and train a districtwide point person to receive, manage and disseminate HWC email notifications to designated point persons within each school.
- B) Designate and train one or more point persons within each school to receive and properly manage Handle With Care email notifications relating to a child within the school in a prompt and appropriate manner. Point persons within each school shall be responsible for assuring that teachers, social workers, and other support staff who may receive HWC notifications, are advised regarding appropriate sensitivity and confidentiality to be afforded the information provided.
- C) Receive the HWC notifications described in section II.B. above from First Responders and disseminate them appropriately to the designated point person(s) within the school attended by the child who is the subject of the notification.
- D) Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point persons within each school will then determine, on a need-to-know basis, the appropriate teachers, social workers, guidance counselors, and any other relevant staff who should be notified relating to the HWC email notification and properly disseminate the notification accordingly.
- E) As deemed appropriate, provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, **but otherwise not addressing the child about the incident.**
- F) Determine need for crisis intervention, on-going counseling, or other intervention if the student is not currently involved with mental health services.

- G) If necessary, the school may contact parents or guardians to obtain appropriate consents for on-going mental health services for the student.
- H) Provide education on trauma informed care to all school personnel, parents, and guardians, as requested and/or as required by law.
- I) Maintain the confidentiality of student's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU but shall not be part of any student's permanent record.

**IV. The National Child Advocacy Center Agrees to:**

- A) Create an electronic HWC database which will include the name of each child exposed to trauma, as well as the school attended by the child, if known, without inclusion of any specific information regarding the incident to which the child was exposed.
- B) Provide for automatic email notifications to School from the HWC database related to any child exposed to trauma who has been added to the database since the last automatic email notifications. Absent extenuating circumstances, the automatic email notifications shall be scheduled to be delivered at 6:00 am on the morning following the child's exposure to trauma.
- C) Provide initial training on HWC with community partners.
- D) Provide trauma training with community partners.
- E) Act as HWC Coordinator, to ensure the model is implemented in an appropriate manner to maintain fidelity of the program.

**V. TERMINATION, ADDITIONAL AGENCIES, LIABILITY, and MISCELLANEOUS PROVISIONS:**

- A) Any agency has the right to cancel this MOU with 30 days written notice to the other parties.
- B) Additional agencies, whether or not a law enforcement agency, may become parties to this MOU with the agreement of "School", which may be affected by the execution of an addendum to this MOU by such agency and "School".
- C) Each party shall be responsible for the actions committed by that party and its agents. No party assumes any liability for any actions committed by any other party. However, each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to these provisions. This cooperation will include, but is not limited to, the following:
  - 1) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;
  - 2) Immediate notification to the other party of any claim made against it alleging liability;

- 3) Permit a party of this Agreement to conduct a parallel independent investigation of any incident, and/or
  - 4) Make personnel and records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.
- D) This MOU is intended solely for the benefit of the parties hereto and their respective successors and permitted assign and is not for the benefit of, nor may any provision hereof be enforced by, any other person, organization, or entity.
- E) All immunities and privileges enjoyed by the parties under the Constitution of Alabama of 1901, and other applicable laws are specifically claimed by the partis and shall not be waived or compromised in any fashion by execution of this MOU.
- F) By signing this MOU, the contracting parties affirm, for the duration of the attached 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 MOU and shall be responsible for all damages resulting therefrom.

This MOU shall remain in effect until terminated as provided herein.

Effective this \_\_\_\_\_ day of August 2024.

**Alabama School of Cyber Technology and Engineering**

By: 

**City of Madison Alabama**

By: \_\_\_\_\_  
Paul Finley, Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk Treasurer

**National Children’s Advocacy Center**

By: \_\_\_\_\_  
Chris Newlin, Chief Executive Officer