



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**May 08, 2023**

**AGENDA NO. 2023-09-RG**

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

1. CALL TO ORDER

2. INVOCATION

A. Assistant Pastor Brian Brown, Madison Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-08-RG, dated April 24, 2023

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS-PERTAINING TO AGENDA

Public comments pertaining to agenda-related items are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](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. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. Authorization of payment to Rogers Group, Inc. in the amount of \$9,877.85 for Invoice No. 46421 (CIP No. 18-023, Sullivan Street widening construction performed through March 31, 2023. Bid No. 2019-011-ITB) (to be paid from 2018-C Bond account)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**A. Resolution No. 2023-170-R:** Authorizing video recording, archiving, and livestream of May 8th City Council Work Session

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](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. 2023-168-R:** Request for a Lounge Retail Liquor - Class II (Package) license from Jay Jogni Inc., d/b/a Balch Road Spirits, for their location at 513 Balch Road, Suite A (new application submitted to correct an error made by owner on previous application - address corrected from Suite B to Suite A)

13. DEPARTMENT REPORTS

**ENGINEERING**

**A. Resolution No. 2023-156-R:** Authorizing a Professional Services Agreement with S&ME for Environmental Consulting Services to develop an ADEM-required Monitoring Program and a revised Storm Water Motoring Program Plan (SWMPP) in the amount of \$9,350 (to be paid from the Stormwater User Fee Fund)

**FIRE & RESCUE**

**A. Proposed Ordinance No. 2023-153:** Amending the City's Fire Code, as adopted in Chapter 8 of the *City of Madison Code of Ordinances* (First Reading)

**HUMAN RESOURCES**

**A. Resolution No. 2023-149-R:** Authorizing changes to the Job Classification Plan

**LEGAL**

**A. Resolution No. 2023-163-R:** Acceptance of dedication of tract of property along Kyser Boulevard from Smart Living, LLC for City right-of-way.

- B. **Resolution No. 2023-160-R:** Authorizing a Permissive Use Agreement with Huntsville Utilities for use of the City to utilize HU Property near Mose Chapel Road
- C. **Resolution No. 2023-169-R:** Approval to move Election Officers to a different polling location for Special Election to be held on May 9, 2023
- D. **Resolution No. 2023-175-R:** Authorizing the acceptance of a right-of-way easement for a portion of Wise Street

**PLANNING**

- A. **Proposed Ordinance No. 2023-137:** Conversion of a portion of an open easement to an utility and drainage easement located within Lots 1-26 of Acadia at Arlington Park Subdivision (First Reading 4/24/2023)
- B. **Proposed Ordinance No. 2023-157:** Vacation of a portion of a utility and drainage easement located within Bellawoods Subdivision (First Reading)

**RECREATION**

- A. **Resolution No. 2023-166-R:** Authorizing an agreement with Renegade Fencing for installation of perimeter fencing at the Kids Kingdom playground in Dublin Park in an amount not to exceed \$80,000 (to be paid from Recreation Budget)
- B. **Resolution No. 2023-167- R:** Authorizing an agreement with Pyro Shows for Independence Day celebration fireworks show in an amount not to exceed \$14,999 (to be paid from Recreation Budget)

14. ADDITIONAL PUBLIC COMMENTS

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

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. ADJOURNMENT

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

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



**MINUTES NO. 2023-08-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
April 24, 2023**

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

The Madison City Council met in regular session on Monday, April 24, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Tammy Steinberg, Ambassador with the National Day of Prayer Task Force provided the invocation followed by the Pledge of Allegiance led by Council President Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Information Technology Support Technician Rhianna O'Reilly, Police Chief Johnny Gandy, Fire Chief David Bailey, Director of Human Resources Megan Zingarelli, City Engineer Michael Johnson, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Jean Ann Benefield, Tammy Steinberg, Connie Oakley, Bernadette Mayer, Martie Robison, Rebecca Franz, Jocelyn Broer, Jennifer Coe, Wayne Monk

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2023-07-RG DATED APRIL 10, 2023**

Council Member Shaw moved to approve Minutes No. 2023-07-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PROCLAMATION DESIGNATING MAY 4, 2023 AS "NATIONAL DAY OF PRAYER" IN THE CITY OF MADISON, ALABAMA**

Mayor Finley presented Tammy Steinberg, Madison County Coordinator of National Day of Prayer Task Force, with a proclamation designating May 4, 2023 as "National Day of Prayer" in the City of Madison, Alabama.

Ms. Tammy Steinberg thanked the Mayor and City Council Members for serving the community and announced several prayer events the community is welcome to attend on Thursday, May 4<sup>th</sup>.

- Cross Point Church 1:30pm – 2:30pm
- Sherwood Baptist Church starts at 12pm
- Big Spring Park starts at 12pm

**PUBLIC COMMENTS-AGENDA RELATED**

*Public Comments pertaining to agenda-related items were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at [cityclerk@madisonal.gov](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).*

**MARGI DALY (DISTRICT 6)**

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

**Consent Agenda Items**

- Barge Design Solutions, Inc invoice
- Wall Triana and I565 Intersection Improvements

Council President Bartlett advised Ms. Daly Ordinance No. 2023-076 and Resolution No. 2023-133-R are Public Hearing items.

**Other Agenda Items**

- Resolution No. 2023-145-R
- Resolution No. 2023-147-R

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

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

General Operating Account	\$866,865.42
Special General Operating Accounts	\$26.96
ADEM Storm Drainage	\$1,023.69
1/2 Cent Capital Replacement	\$113,736.00
Gasoline Tax & Petroleum Inspection fees	\$31.49
TVA Tax	2,888.91
CIP Bond Accounts	\$175,000.00
Library Building Fund	\$578.16
Water Distribution and Storage	\$483,026.60

Regular and periodic bills to be paid

**Resolution No. 2023-154-R:** Providing for the disposition of personal property of negligible value (2001 GCII Goshen Body Bus/E-450 Super Duty), formerly used by the Madison Senior Center, via online auction through GovDeals website, pursuant to Section 16-108 of Code of Ordinances of the City of Madison

Approval of payment to Barge Design Solutions, Inc. in the amount of \$13,984.52 for professional services completed from February 25 – March 31, 2023 on Project No. 19-047 (Wall Triana and I565 Intersection Improvements- ATRP2-45-2020-327, Invoice No. 209539, PO No. 2022-1151) (to be paid from 2015-A Bond account)

Authorize the Engineering Department to solicit quotes for sidewalk improvements at Home Place subdivision in an amount not to exceed \$50,000 (to be paid from the Engineering Department budget)

Approval of payment to Wiregrass Construction in the amount of \$36,362.39 for work completed thru March 31, 2023 on CIP Project No. 20-028 (Middle School Infrastructure Project - Bid No. 2021-008-ITB) (to be paid from 2020-A Bond Account)

Acceptance of donations from: M.C. Flurer in the amount of \$25, and J. Cazer in the amount of \$100 (to be deposited into Senior Center Donation account)

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Received today the first version of the mid-year budget report from Finance Director Roger Bellomy. Thanked all Department Heads for working on this and it will take the next couple of weeks to review it
- Have a list for the next council meeting if any additional items are beneficial
- Attended meetings over a few weeks with Madison City Schools with Council President Bartlett and Council Member Shaw to assure we are all working together managing growth and maximizing infrastructure

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Attended the Cemetery Committee meeting last Tuesday, where it was brought to the attention of the committee that citizens are cleaning headstones with bleach, particularly older headstones dated back to the 1700's. The bleach will eventually corrode and destroy the headstone. Respectfully requested citizens to not do this until consultation with the City Attorney Brian Kilgore and the City Clerk-Treasurer's Office have a procedure set for proper chemicals to use for cleaning.

- Toured Heritage Elementary, Journey Middle School and James Clemens High School with several Council Members and Mayor Finley. Great to see all activities going on in our schools and excited to see Journey Middle School open this August.
- Attended Mill Creek Elementary School career night last Friday with about 300 students and their parents. Received good questions from students on what the Council Members and the Mayor's role were. Gave thanks for the opportunity and invitation from the PTA.

### **COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Thanked Council Member Wroblewski for attending Mill Creek Elementary career night.

### **COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

No business to report.

### **COUNCIL DISTRICT NO. 4 GREG SHAW**

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

No business to report.

### **COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

- Attended groundbreaking and ribbon cuttings for Lanier House Tea Room in downtown Madison and BJ's in Town Madison last week along with Council Member Shaw and Planning Director Mary Beth Broeren. James Clemens High School Drumline performed, and it was a very fun event. Excited by the revenue BJ's will generate along with other businesses that continue to come into Town Madison.

### **COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Attended the 'Fentanyl and Teens' meeting hosted by Madison City Schools and Partnership for a Drug-Free Community last Tuesday night. Excellent presentation of each guest speaker. Aided attendees seeking assistance. Proud of our Madison City schools for taking on this important subject and partnering with the Drug-Free Community Organization.



- Thanked Dr. Ed Nichols, Superintendent of Madison City Schools for the bus tour of various schools and enjoyed the excitement from the elementary kids.

### **COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Appreciated the continued partnership with HEMSI Ambulance

### **BOARD/COMMITTEE APPOINTMENTS**

#### **APPOINTMENT OF MEMBERS TO THE MADISON POLICE CITIZENS ADVISORY COMMITTEE**

- District One: Appointed Patrick Freel with a term expiration of April 26, 2025
- District Two: Appointed Phyllis Smith Campbell with a term expiration of April 26, 2027
- District Four: Reappointed Frank Fletcher with a term expiration of April 26, 2027
- District Six: Reappointed Rebecca Franz with a term expiration of April 26, 2027
- District Seven: Appointed Wyndie Meyer with a term expiration of April 26, 2025

#### **APPOINTMENT OF SHAYLYN LECROY TO PLACE 2 OF THE RECREATION ADVISORY BOARD WITH A TERM EXPIRATION OF OCTOBER 13, 2025**

Council Member Seifert nominated Shaylyn Lecroy to Place 2. There being no further nominations, Ms. Lecroy was appointed by acclamation.

### **PUBLIC HEARINGS**

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

#### **PROPOSED ORDINANCE NO. 2023-076; AMENDING SECTION 5-15-1 OF THE ZONING ORDINANCE PERTAINING TO PARKING SPACE REQUIREMENTS FOR MINI STORAGE AND SELF-SERVICE STORAGE FACILITIES (FIRST READING 3/13/2023)**

Director of Development Services Mary Beth Broeren presented the Council with a request from National Retail Development Inc. to develop a standard specific to mini-storage and self-service storage facilities. Currently the city zoning ordinance has parking standards

for warehouse and storage facilities, but not specific to mini or self-storage facilities. Applicant requested one parking space for every 9,000 square feet of building space with an additional four spaces. We conducted surveys of several other jurisdictions that resulted in various data. History searches and timelapse photography utilizing Google Earth was used to total the number of vehicles at the parking lots of several City of Madison storage facilities over the course of a day and year. Data from the Institution of Transportation Engineering related to parking for this type of facility was also reviewed. Based on the research and data sources reviewed, the Planning Department and Planning Commission support the change to the standard to allow one parking space for every 7,500 square feet of storage facility and any support office. For a space with 120,000 square feet of storage facility and any support office it would be required to have a minimum of 16 parking spaces. The overall analysis resulted in one less parking space than the applicant suggested.

Council President Bartlett opened the floor for public comments.

Margi Daly asked if it would be 16 spaces for every 750 storage units and if RV parking was being eliminated? Ms. Daly is concerned about other parking ordinances getting changed. Ms. Daly commented on the ordinance and there being no maximum or minimum of parking space. Ms. Daly is also concerned about limited parking in multi-family residential parking spaces.

Director of Development Services Mary Beth Broeren responded to Ms. Daly that they are not proposing changes to any other parking standard and just establishing a standard for mini storage and self-storage facilities. Regarding RV parking, typically a mini storage facility does not have RV parking in their lot, there is additional parking for RVs in addition to the parking required for individual storage units.

Council Member Denzine asked who would decide how much space would be allowed for RV's and is that part of it at all. Director of Development Services Mary Beth Broeren replied that if a storage unit was proposing RV parking they would show as part of their site plan and would be evaluated with combination of RV's and enclosed storage units to assure adequate parking is provided which is keyed off of square footage of storage unit not square foot of an RV. Council Member Denzine replied that her question was more of the parking space itself and is there any limits on how big they can be. Director of Development Services Mary Beth Broeren asked for clarification of how much area devoted to parking versus how big the space is. Council Member Denzine stated just to RV parking. Director of Development Services Mary Beth Broeren replied RV parking would only be allowed if permitted by the Zoning District and meet landscaping and setback requirements to adhere to the standards. She further explained with an example of 1- or 2-acre park parcel you get so many parking spaces, calculating setbacks and so forth depending on how big the property is. Council Member Denzine questioned if someone could park a large RV there. Director of Development Services Mary Beth Broeren stated a storage facility currently located on County Line Road has a combination of buildings and pull through barns, for boats and RV's but that it is zoned industrial. Council Member Denzine asked if we should be looking at that, so we don't end up with a huge RV parking problem in a residential area. Director of Development Services Mary Beth Broeren stated they would not be allowed in a B2 District.

Council Member Powell moved to approve Ordinance No. 2023-076. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-133-R: AUTHORIZING A REIMBURSEMENT AGREEMENT WITH ENFINGER DEVELOPMENT, LLC FOR CONSTRUCTION OF A ROUNDABOUT AND ROADWAY AT THE INTERSECTION OF HARDIMAN AND MADISON BRANCH BOULEVARD IN AN AMOUNT NOT TO EXCEED \$1,393,898 (TO BE PAID FROM GENERAL OPERATING ACCOUNT)**

Director of Development Services Mary Beth Broeren presented a map dated December 2021 when Council approved Development Agreement called the Halsey project and currently named the Madison Branch project. Enfinger Development LLC completed a traffic study to ascertain what the right improvement was for the intersection of Hardiman Road and Halsey Drive. The results established for the 204 single family homes itself would work sufficient for a 'T' intersection widening Halsey Drive, however with school traffic anticipated a Roundabout would be necessary allowing traffic to flow than with a traffic signal. Roundabout plans were presented to the Planning Commission in May of 2022 for approval of location character and extent. The Developer obtained a contractor with all detailed cost estimates needed for the project with a contingency budget included and is ready to begin once two parcels are immediately acquired. President Bartlett asked if anybody from the property was here and Director of Development Services Mary Beth Broeren replied that the Developer was not here.

Council President Bartlett opened the floor for public comments.

Bernadette Mayer appeared before the Council requesting this ordinance be tabled for the next City Council meeting. She appreciated the input today but is concerned about the cost of the roundabout and the city financial obligations during the current budget with open-ended construction projects not completed, along with road and infrastructure repairs or improvements.

Jennifer Coe appeared before the Council concerned about City debt and utilizing a developer to build the roundabout other than our Public Works Department.

Margi Daly appeared before the Council questioning city funds to developers and consultants rather than utilizing the City Engineering Department. She further questioned acquiring the two parcels and city transparency of funding this project.

Jocelyn Broer appeared before the Council and expressed concern about costs to taxpayers on this project and not covering infrastructure improvements. She further addressed the need for safety of sidewalk crossings and traffic issues in this area during construction.

There being no additional public comments, Director of Development Services Mary Beth Broeren responded to questions that were addressed and advised the school district moved up the construction of the school by a whole year therefore this improvement is vital

for access to construct the school. She further advised a small portion of right of way is needed to acquire a parcel and one for temporary construction easement, and an Appraiser figures out cost and make an offer to the two property owners for it.

Council Member Powell moved to approve Resolution No. 2023-133-R. Council Member Shaw seconded. Council Member Wroblewski asked how we are acquiring the land. Director of Development Services Mary Beth Broeren stated an offer letter is made through the City Attorney's Office based on appraisal and fair market value and a process will be implemented if property owner decides to question the offer. Council Member Denzine asked how much land it was. Director of Development Services Mary Beth Broeren stated for acquisition its two small strips of land around the roundabout which she pointed out on the map.

Mayor Finley addressed a previous question by a citizen not related to this was concerning costs for a sidewalk. First portion was Engineering and construction which relating to sidewalks on Palmer Road, Gillespie connecting both County Line to other sidewalks or to the greenways, they were easy to do, where this project is the hardest and most expensive and we will have a better idea of costs. Mayor Finley further advised we will review what subdivisions connect to this roundabout to walk on back and front side assuring by working with City Departments and the School.

Council Member Wroblewski asked Director of Development Services Mary Beth Broeren if we notified the homeowners on either side of that area that there will be a roundabout there. Director of Development Services Mary Beth Broeren replied that no notice was sent, but there was a public meeting held with the Planning Commission and there will be certain protocols that will be followed when construction begins.

Council President Bartlett responded to Ms. Mayers concern of why Council can't table this issue due to the acceleration and need for the road. Director of Development Services Mary Beth Broeren indicated the school district moving up the timetable for the construction of the school makes this more urgent.

Council Member Spears advised the reason the school district accelerated this timeline is the additional growth of students over the past five years.

Council Member Seifert asked what our original obligation was and how the change will affect the bottom line. Director of Development Services Mary Beth Broeren stated that when the developmental agreement was made, we knew the possibility of a roundabout but had no dollar amount within that agreement. She further stated a list of capital improvement projects was brought forth to Council in March we estimated 1.6 million for this total and with construction figures acquisitions expectations to come in at 1.5 million. If a traffic signal was substantially less but has inherit issues and recommendations from the traffic consultant study was to pursue the roundabout.

Council Member Denzine voiced concern that originally it was the traffic light. Director of Development Services Mary Beth Broeren confirmed the Developer originally wanted a 'T' intersection for cost savings and quick to construct but the study advised otherwise, and we knew that a roundabout was a possibility and is a good solution long-term from a traffic circulation standpoint.

Council Member Seifert commented on how improved and efficient traffic flow is on the roundabout at Balch and Gillespie.

Council Member Powell commented on the fact that we anticipated this, and it came earlier than expected but we are on or below budget. Referring to prior questions clarifying that this is a reimbursement that will be cost savings of contractors on site, mobilization fees, and minimal delays.

The roll call vote was taken and recorded as follows:

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

Motion carried.

**DEPARTMENTAL REPORTS**

**CITY CLERK**

**RESOLUTION NO. 2023-102-R: AUTHORIZING THE CONTINUING LEVYING OF AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES**

Council Member Wroblewski moved to approve Resolution No. 2023-102-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**ENGINEERING**

**RESOLUTION NO. 2023-089-R: AUTHORIZING THE CITY TO ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FOR THE MAINTENANCE AND IMPROVEMENT OF A DRAINAGE DITCH PROJECT IN DOWNTOWN MADISON.**

Council Member Powell moved to approve Resolution No. 2023-089-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO 2023-145-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROY ENGINEERING, LLC FOR ENGINEERING DESIGN ON PROJECT 23-016 (HUGHES RD AND MILL/PORTAL SIGNAL IMPROVEMENT) IN AN AMOUNT NOT TO EXCEED \$50,772.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-145-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-147-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN RECOMMENDATIONS ON CHANNEL IMPROVEMENTS ALONG THE MAJOR DRAINAGE WAYS IN THE STAVEMILL ESTATES (PORTAL LANE) AREA IN THE AMOUNT OF \$125,230 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-147-R. Council Member Spears seconded. Council Member Denzine requested a map to be shown of the exact location. City Engineer Michael Johnson provided a PowerPoint presentation of the full drainage area near Portal Lane meeting Shelton Road that runs into a ditch bordering north side of the railroad tracks causing major volume and velocity washout of huge gullies 7-8 feet deep. Surveying and drainage analysis will be conducted for solution upstream and possible improvements to ditches around existing ponds in the area for long-term effect. Currently we want to stabilize it by building them back up. Council Member Denzine asked if it is currently affecting any residential properties. City Engineer Michael Johnson provided a picture of a ditch behind two lots eroding both sides. Council Member Denzine asked if it will be improving their property. City Engineer Michael Johnson replied that it wouldn't be improving their property but will stop the heavy erosion within that easement. The vote was taken and recorded as follows:

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

Motion carried.

**FIRE**

**RESOLUTION NO. 2023-150-R: AUTHORIZING RENEWAL OF LEASE FOR AN AMBULANCE WITH HEMSI IN THE AMOUNT OF \$1 A YEAR (TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-150-R. Council Member Seifert seconded. Fire Chief David Bailey and HEMSI CEO Jon Howell appeared before the Council. Fire Chief David Bailey expressed how beneficial HEMSI’s partnership is with the city.

Council Member Seifert commented on HEMSI’s call load last year of approximately 165 a day and the that has happened this year. HEMSI CEO Jon Howell confirmed current call volume has increased to 175 transports and 275 responses a day throughout Madison County. Council Member Seifert stated it is a significant addition to allow for quick responses to calls.

Fire Chief David Bailey added that the partnership with HEMSI provides EMT classes to newly hired Firefighters. The vote was taken and recorded as follows:

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

Motion carried.

**HUMAN RESOURCES**

**RESOLUTION NO. 2023-148-R: AUTHORIZING AN AGREEMENT FOR TUITION PAYMENT, EMPLOYEE RETENTION, AND REIMBURSEMENT FOR IT EMPLOYEE TO OBTAIN CYBERSECURITY DEGREE IN THE AMOUNT OF \$17,200 (TO BE PAID FROM IT DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2023-148-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

Mayor Finley commented on how critical cyber security is to the city, short-term and long-term.

**INFORMATION TECHNOLOGY**

**RESOLUTION NO. 2023-151-R: AUTHORIZING A LICENSE AGREEMENT WITH SOUTHERN BROADCASTING LLC FOR RAINBOW MOUNTAIN TOWER**

Council Member Spears moved to approve Resolution No. 2023-151-R. Council Member Shaw seconded. President Bartlett asked what this does. City Attorney Brian Kilgore advised that the city leases out spaces on the tower to example radio stations, and this specific lease space was given up and another entity wanted to fill the lease. This is not a renewal, it's an expansion of someone else's space on the tower and the fees are approximately \$300 a year. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-152-R: AUTHORIZING A LICENSE AGREEMENT WITH MADISON COUNTY VETERANS ASSOCIATION FOR RAINBOW MOUNTAIN TOWE**

Council Member Powell moved to approve Resolution No. 2023-152-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING**

**PROPOSED ORDINANCE NO. 2023-137: CONVERSION OF A PORTION OF AN OPEN EASEMENT TO AN UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 1-26 OF ACADIA AT ARLINGTON PARK SUBDIVISION (FIRST READING)**

This is a first reading only



**PROPOSED ORDINANCE NO. 2023-138: VACATION OF A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN THE HEIGHTS AT TOWN MADISON SUBDIVISION (FIRST READING 04/10/2023)**

Council Member Wroblewski moved to approve Ordinance No. 2023-138. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**POLICE**

**RESOLUTION NO. 2023-132-R: AUTHORIZING AN AMENDED TOWING SERVICES AGREEMENT WITH SARINA ENTERPRISE, INC., D/B/A IMPORT WRECKER, TO INCORPORATE CHANGES TO REGULATION OF TOWING COMPANIES**

Council Member Spears moved to approve Resolution No. 2023-132-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**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).*

**BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION**

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

- City budget concerns

- Earlier date of construction for the new elementary school
- Population growth
- Construction project
- City's improvements on pedestrian walkways and safety issues
- Dissatisfied with Madison Utilities

Council Member Wroblewski stated before Ms. Coe appeared before Council that the budget is online if you go to the Finance Department and click on it you can see the complete budget.

#### **JENNIFER COE DISTRICT 5 ASHLEY ESTATES**

- Council-Manager Form of Government
- Board of Director style of Government
- Publishing Public Notices

#### **MARGI DALY (DISTRICT 6)**

- City Council Fast-Tracking
- Unsafe street lighting
- Road repairs
- Citizen taxes
- Capital improvements
- City-Manager Form of Government
- Flyovers and roundabout roads
- Drainage maps unreadable

#### **RICK MAKOWSKI (DISTRICT 7)**

- Council-Manager Form of Government
- ICMA meeting at the library

#### **ALAN SULLIVAN (DISTRICT 5)**

- Council-Manager Form of Government

#### **MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

Mayor Finley stated the following:

- The City Council did not endorse ICMA and had nothing to do with the meeting at the Library and had no idea who was coming to speak.
- 2020 Election: when campaigning, the people talking about transparency, at that point I said, "We are very transparent, we just can't make you care".
- Citizens need to take the time to learn and care about city government by attending public meetings and staying updated on the city website.
- This election has made people care about our city government and City Council Members are thrilled that more citizens are paying attention to what it takes to manage this incredible city.

- Very proud and passionate about the City of Madison and to have worked the past 10 years with Council, Boards, Department Heads and Employees
- Regardless of when a citizen has moved to the City of Madison the traffic is pretty good now and kids are in a safe community with incredibly good schools, good jobs, great churches, and good recreation programs.
- Discussions of City Manager have people of quality on both sides and we as a community will select what makes the most sense. Whatever the outcome our responsibility whether staying here doing what we were elected to do or helping the community transform to new and different, we'll be ready to do it.
- Asked that the last 2 weeks of this election we all should keep it professional and positive because everybody who cares about this is going to make our city better overall.
- Apologize for being quiet for a while but everybody is looking at us to try and manipulate something and the reality is we are not afraid to have an open discussion.

**ADJOURNMENT**

Having no further business to discuss Council Member Wroblewski moved to adjourn.

The roll call vote was taken and recorded as follows:

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

Motion carried.

The meeting was adjourned at 7:36 p.m.

Minutes No. 2023-08-RG, dated April 24, 2023, read, approved and adopted this 8th day of May 2023.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

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

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 16  
Invoice No: 46421  
Invoice Date: 4/13/2023  
Terms: Net 30  
Due Date: 5/13/2023  
Period To: 3/31/2023  
Project No: 345319  
Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

For:

Original Contract sum.....	5,734,987.38
Change Orders.....	713,460.90
Contract sum.....	6,448,448.28
Completed to date.....	5,547,767.73
Retainage.....	161,211.21
Total earned less retainage.....	5,386,556.52
Previous billings.....	5,376,678.67
Current payment due.....	9,877.85
Sales tax.....	0.00
Total due.....	9,877.85

RECEIVED  
MAY 2 2023  
CITY OF MADISON  
ENGINEERING DEPARTMENT

*E. Michelle Dunson*  
*5/3/23*

To(OWNER): CITY OF MADISON  
 100 HUGHES ROAD  
 MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
 MADISON, AL  
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Via(Architect/  
 Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Total Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
01	MOBILIZATION	1	LS	776,073.59	776,073.59	1	776,073.59	776,073.59	0.00
02	TRAFFIC CONTROL PHASE 1	1	LS	10,767.56	10,767.56	1	10,767.56	10,767.56	0.00
03	TRAFFIC CONTROL PHASE 2	1	LS	257,216.42	257,216.42	1	257,216.42	257,216.42	0.00
04	TRAFFIC CONTROL PHASE 3	1	LS	201,850.39	201,850.39	1	201,850.39	201,850.39	0.00
05	STRIP, STOCKPILE AND RESPREAD	1	LS	74,298.09	74,298.09	1	74,298.09	74,298.09	0.00
6	CLEAR AND GRUBBING	1	LS	87,243.71	87,243.71	1	87,243.71	87,243.71	0.00
07	DEMOLITION OS ASPH. PAV &/OR B	100	SY	11.25	1,125.00	100	1,125.00	1,125.00	0.00
08	UNCLASSIFIED EXCAVATION	830	CY	27.38	22,725.40	830	22,725.40	22,725.40	0.00
09	BORROW EXCAVATION	8,720	CY	28.29	246,688.80	512	14,484.48	14,484.48	0.00
10	ROAD SIGN REMOVAL	5	EA	315.00	1,575.00	5	1,575.00	1,575.00	0.00
11	REMOVE PAVEMENT MARKINGS (ARRO	12	EA	131.25	1,575.00	4	525.00	0.00	525.00
12	REMOVE CONCRETE SIDEWALK	194	SY	14.05	2,725.70	194	2,725.70	2,725.70	0.00
13	REMOVE CURB & GUTTER	5,710	LF	9.33	53,274.30	5,710	53,274.30	53,274.30	0.00
14	REMOVE CONCRETE FLUME	10	EA	272.56	2,725.60	8	2,180.48	2,180.48	0.00
15	REMOVE SPLITTER ISLAND @ LEWIS	1	LS	2,725.59	2,725.59	1	2,725.59	2,725.59	0.00
16	REMOVAL OF ALL STORM, PIPE,HW,	1	LS	80,877.53	80,877.53	1	80,877.53	80,877.53	0.00
17	REMOVAL RESIDENTIAL DRIVEWAY AP	12	EA	1,580.96	18,971.52	12	18,971.52	18,971.52	0.00
18	REMOVAL COMMERCIAL DRIVEWAY AP	6	EA	2,131.72	12,790.32	6	12,790.32	12,790.32	0.00
19	REMOVE FENCING	285	LF	17.01	4,847.85	285	4,847.85	4,847.85	0.00
20	UNDERWATER EMBANKEMENT (UNDERC	15,600	TON	32.33	504,348.00	1,565.44	50,610.68	50,610.68	0.00
21	FILTER FABRIC (CONTINGENCY ITE	500	SY	5.93	2,965.00	444	2,632.92	2,632.92	0.00
22	COMPACTED FILL SOIL PLACEMENT	2,500	CY	34.00	85,000.00	1,076	36,584.00	36,584.00	0.00
23	MILLING/PLAINING EXISTING PAVE	13,710	SY	3.02	41,404.20	10,105.33	30,518.10	30,518.10	0.00
24	BASE COURSE 6" COMPACTED	5,406	SY	13.17	71,197.02	5,406	71,197.02	71,197.02	0.00
25	ASPHALT BINDER (2") UPPER BIND	595	TON	104.25	62,028.75	391.52	40,815.96	40,815.96	0.00
26	ASPHALT BINDER (2") LOWER BIND	595	TON	101.92	60,642.40	568.8	57,972.10	57,972.10	0.00
27	ASPHALT WEARING (1.5") 424A-36	1,673	TON	107.72	180,215.56	1,560.94	168,144.46	168,144.46	0.00
28	CURB & GUTTER 24"	5,395	LF	21.33	115,075.35	5,395	115,075.35	115,075.35	0.00
29	CURB BACKFILL & DRESS UP	1	LS	40,794.79	40,794.79	1	40,794.79	40,794.79	0.00
30	10' MULTI USE PATH (1.5" 424A	2,575	SY	32.61	83,970.75	2,050	66,850.50	66,850.50	0.00

To(OWNER): CITY OF MADISON  
 100 HUGHES ROAD  
 MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
 MADISON, AL  
 MADISON COUNTY

Application No: 16  
 Invoice No: 46421  
 Invoice Date: 4/13/2023  
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 Period To: 3/31/2023  
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 Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY  
 2512 Triana Blvd SW  
 HUNTSVILLE, AL 35805  
 (256) 533-0505

Via(Architect/  
 Engineer)

For:

No.	Description	Total Quantity	Unit	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
31	TURN DOWN MULTI USE PATH (SPEC	1	LS	62,989.47	62,989.47	1	62,989.47	62,989.47	0.00
32	5' CONCRETE SIDEWALK	1,625	SY	53.39	86,758.75	1,625	86,758.75	86,758.75	0.00
33	SIDEWALK RAMP	7	EA	1,785.13	12,495.91	7	12,495.91	12,495.91	0.00
34	SIDEWALK RAMP WITH DETACTABLE	19	EA	2,427.31	46,118.89	18	43,691.58	43,691.58	0.00
35	RESIDENTAIL DRIVEWAY APRON AND	12	EA	2,950.87	35,410.44	12	35,410.44	35,410.44	0.00
36	COMMERCIAL DRIVEWAY APRON AND	6	EA	3,804.59	22,827.54	5	19,022.95	19,022.95	0.00
37	SIDEWALK FLUME CROSSING	1	EA	2,529.02	2,529.02	1	2,529.02	2,529.02	0.00
38	2 RISER STAIR ASSEMBLY AT NORT	1	LS	1,740.60	1,740.60	1	1,740.60	1,740.60	0.00
39	HANDRAIL	20	LF	58.80	1,176.00	20	1,176.00	1,176.00	0.00
40	MULTI USE PATH TRUNCATED DOME	11	EA	1,397.91	15,377.01	8	11,183.28	11,183.28	0.00
41	SOLID WHITE CLASS 2 TYPE A STR	90	LF	1.05	94.50	746	783.30	94.50	688.80
42	SOLID YELLOW CLASS 2 TYPE A ST	5,117	LF	1.05	5,372.85	7,608	7,988.40	5,372.85	2,615.55
43	SOLID WHITE CLASS 2 TYPE A STR	280	LF	4.20	1,176.00	280	1,176.00	1,176.00	0.00
44	BROKEN WHITE CLASS 2 TYPE A STR	5,350	LF	1.05	5,617.50	6,088	6,392.40	5,617.50	774.90
45	BROKEN YELLOW CLASS 2 TYPE A S	4,665	LF	1.05	4,898.25	5,992	6,291.60	4,898.25	1,393.35
46	DOTTED WHITE CLASS 2 TYPE A 5"	5,350	LF	2.10	11,235.00	354	743.40	11,235.00	-10,491.60
47	REFLECTIVE PAVEMENT MARKER WHI	81	EA	6.30	510.30	102	642.60	510.30	132.30
48	REFLECTIVE PAVEMENT MARKER YEL	117	EA	6.30	737.10	166	1,045.80	737.10	308.70
49	24" THERMOPLASTIC STOP BAR	1,553	LF	12.60	19,567.80	1,473	18,559.80	19,567.80	-1,008.00
50	WHITE PEDESTRIAN CROSSING STRI	1,749	LF	6.30	11,018.70	1,749	11,018.70	11,018.70	0.00
51	WHITE LEFT TURN ARROW LEGEND	13	EA	105.00	1,365.00	22	2,310.00	1,365.00	945.00
52	WHITE "ONLY" LEGEND	10	EA	157.50	1,575.00	9	1,417.50	1,575.00	-157.50
53	WHITE RIGHT TURN ARROW LEGEND	2	EA	105.00	210.00	2	210.00	210.00	0.00
54	WHITE THRU/RIGHT ARROW LEGEND	2	EA	183.75	367.50	2	367.50	367.50	0.00
55	RELOCATE ROAD SIGN (SM)	16	EA	315.00	5,040.00	16	5,040.00	5,040.00	0.00

To(OWNER): CITY OF MADISON  
 100 HUGHES ROAD  
 MADISON, AL 35758

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 MADISON, AL  
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From: ROGERS GROUP INC- BILLING ONLY  
 2512 Triana Blvd SW  
 HUNTSVILLE, AL 35805  
 (256) 533-0505

Via(Architect/  
 Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
56	RELOCATE HYDRANT	2 EA	8,281.78	16,563.56	2	16,563.56	16,563.56	0.00
57	ADJUST HYDRANT TO GRADE	1 EA	4,157.81	4,157.81	3	12,473.43	12,473.43	0.00
58	ADJUST WATER/GAS VALVE TO GRAD	7 EA	342.00	2,394.00	7	2,394.00	2,394.00	0.00
59	ADJUST MANHOLE TO GRADE	2 EA	2,576.47	5,152.94	2	5,152.94	5,152.94	0.00
60	WEST DUBLIN DRIVE/SULLIVAN STR	1 LS	315,000.00	315,000.00	1	315,000.00	315,000.00	0.00
61	ROYAL DRIVE/SULLIVAN TRAFFIC S	1 LS	262,500.00	262,500.00	1	262,500.00	262,500.00	0.00
62	KYSER BOULEVARD/SULLIVAN STREE	1 LS	348,600.00	348,600.00	1	348,600.00	348,600.00	0.00
63	SULLIVAN STREET TRAFFIC SIGNAL	1 LS	63,000.00	63,000.00	1	63,000.00	63,000.00	0.00
64	15" CL-3 RCP	264 LF	69.97	18,472.08	88	6,157.36	6,157.36	0.00
65	18" CL-3 RCP	1,527 LF	74.99	114,509.73	1,260	94,487.40	94,487.40	0.00
66	24" CL-3 RCP	540 LF	85.34	46,083.60	48	4,096.32	4,096.32	0.00
67	30" CL-3 RCP	346 LF	114.25	39,530.50	317	36,217.25	36,217.25	0.00
68	36" CL-3 RCP	508 LF	135.08	68,620.64	446	60,245.68	60,245.68	0.00
69	42" CL-3 RCP	1,081 LF	155.79	168,408.99	1,129	175,886.91	175,886.91	0.00
70	48" CL-3 RCP	780 LF	242.23	188,939.40	780	188,939.40	188,939.40	0.00
71	60" CL-3 RCP	30 LF	667.45	20,023.50	30	20,023.50	20,023.50	0.00
72	CURB INLET (S INLET NO WING)	2 EA	7,120.25	14,240.50	8	56,962.00	56,962.00	0.00
73	GRATE INLET	7 EA	5,003.75	35,026.25	8	40,030.00	40,030.00	0.00
74	48" JUNCTION BOX	1 EA	6,549.36	6,549.36	3	19,648.08	19,648.08	0.00
75	OPEN THROAT INLET	2 EA	4,823.56	9,647.12	1	4,823.56	4,823.56	0.00
76	S INLET DOUBLE WING	7 EA	5,455.45	38,188.15	7	38,188.15	38,188.15	0.00
77	S INLET SINGLE WING	23 EA	7,313.37	168,207.51	15	109,700.55	109,700.55	0.00
78	15" FLARED END SECTION	2 EA	1,594.69	3,189.38	2	3,189.38	3,189.38	0.00
79	RETROFIT EXISTING HW ON WEST S	1 LS	15,284.25	15,284.25	0	0.00	0.00	0.00
80	HW (SPECIAL) SEE DETAIL DRAWIN	1 LS	39,096.05	39,096.05	1	39,096.05	39,096.05	0.00
81	REMOVAL 3 X 60" CON. HW AND WI	1 EA	4,314.68	4,314.68	1	4,314.68	4,314.68	0.00
82	CONVERT DOUBLE S-INLET TO SING	2 EA	3,396.96	6,793.92	0	0.00	0.00	0.00
83	CONVERT JB TO SINGLE S-INLET	1 EA	5,007.40	5,007.40	0	0.00	0.00	0.00
84	MAILBOX RELOCATE	14 EA	357.40	5,003.60	14	5,003.60	5,003.60	0.00
85	SILT FENCE	3,940 LF	5.42	21,354.80	3,940	21,354.80	21,354.80	0.00
86	SOD	381 SY	20.99	7,997.19	0	0.00	0.00	0.00
87	TEMP. STRAW WATTLES (CD)	7 EA	777.47	5,442.29	5	3,887.35	3,887.35	0.00



To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 16  
Invoice No: 46421  
Invoice Date: 4/13/2023  
Terms: Net 30  
Due Date: 5/13/2023  
Period To: 3/31/2023  
Project No: 345319  
Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

For:

No.	Description	Total Quantity	Unit	Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
88	SAND BAG CHECK DAM	17 EA		278.48	4,734.16	3	835.44	835.44	0.00
89	FABRIC INLET PROTECTION	29 EA		284.83	8,260.07	0	0.00	0.00	0.00
90	BLOCK INLET PROTECTION	55 EA		427.79	23,528.45	0	0.00	0.00	0.00
91	OUTLET PROTECTION CLASS 1 RIP-	21 TON		101.87	2,139.27	10	1,018.70	1,018.70	0.00
92	EROSION CONTROL BLANKET	650 SY		9.18	5,967.00	400	3,672.00	3,672.00	0.00
93	ROCK CHECK DAM	2 EA		2,621.63	5,243.26	0	0.00	0.00	0.00
94	TEMP. SEEDING	5 AC		1,544.22	7,721.10	5	7,721.10	7,721.10	0.00
95	PERMANENT SEEDING	5 AC		2,056.35	10,281.75	5	10,281.75	10,281.75	0.00
96	MULCHING	5 AC		2,086.67	10,433.35	5	10,433.35	10,433.35	0.00
97	STORM WATER AS-BUILT	1 LS		8,369.92	8,369.92	0	0.00	0.00	0.00
98	8" DIP GRAVITY W/ V-BIO	60 LF		131.64	7,898.40	60	7,898.40	7,898.40	0.00
99	10" DIP GRAVITY W/ V-BIO	20 LF		319.52	6,390.40	20	6,390.40	6,390.40	0.00
100	12" DIP GRAVITY W/ V-BIO	110 LF		156.94	17,263.40	110	17,263.40	17,263.40	0.00
101	48" SEWER MANHOLE	4 EA		6,724.57	26,898.28	4	26,898.28	26,898.28	0.00
102	CLAY DITCH CHECK	1 EA		1,942.31	1,942.31	0	0.00	0.00	0.00
103	SANITARY SEWER BYPASS & PUMPIN	1 LS		11,004.58	11,004.58	1	11,004.58	11,004.58	0.00
104	STONE BACKFILL OF TRENCH	850 TON		25.76	21,896.00	850	21,896.00	21,896.00	0.00
105	TEMPORARY ASPHALT PATCHING AT	218 SY		109.12	23,788.16	218	23,788.16	23,788.16	0.00
106	CO1 - COMM DRIVEWAY MULTI-USE	145 SY		84.97	12,320.65	145	12,320.65	12,320.65	0.00
107	CO1 - OPTICOM SYSTEM FOR INTER	3 EA		14,350.00	43,050.00	3	43,050.00	43,050.00	0.00
108	CO1 - STORM SEWER CONFLICT BOX	2 EA		7,132.00	14,264.00	2	14,264.00	14,264.00	0.00
109	CO1 - GUARDRAIL ADJ TO NAT GAS	1 LS		6,825.00	6,825.00	1	6,825.00	6,825.00	0.00
110	CO2 - LOWER WATER LINE	1 LS		18,405.99	18,405.99	1	18,405.99	18,405.99	0.00
111	CO#3 - LOWER EXISTING	1 LS		18,405.99	18,405.99	1	18,405.99	18,405.99	0.00
112	CO#4 - LOWER EXISTING	1 LS		22,653.51	22,653.51	1	22,653.51	22,653.51	0.00
113	CO#5 - TRAFFIC CONTROL	1 LS		19,922.61	19,922.61	1	19,922.61	19,922.61	0.00
114	CO#5 - TRAFFICTRAFFIC CONTROL	1 LS		19,922.61	19,922.61	1	19,922.61	19,922.61	0.00
115	CO#5 - TRAFFICSTRIP, STOCKPILE	1 LS		74,298.09	74,298.09	1	74,298.09	74,298.09	0.00
116	CO#5 - TRAFFIC CONTROL	1 LS		23,519.45	23,519.45	1	23,519.45	23,519.45	0.00
117	CO#5 - TRAFFIC CONTROL	1,800 SY		3.00	5,400.00	1,800	5,400.00	5,400.00	0.00
118	CO#5 - TRAFFIC CONTROL	1 EA		5,250.00	5,250.00	1	5,250.00	5,250.00	0.00
119	CO#5 - TRAFFIC CONTROL	54 SY		250.66	13,535.64	54	13,535.64	13,535.64	0.00
120	CO#5 - UNCLASSIFIED	600 CY		30.68	18,408.00	600	18,408.00	18,408.00	0.00

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
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MADISON COUNTY

Application No: 16  
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Project No: 345319  
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From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
121	CO#5 - BORROW EXCAVATION	30 CY	81.14	2,434.20	0	0.00	0.00	0.00
122	CO#5 - MILLING/PLAINING	3,040 SY	4.54	13,801.60	6,714.54	30,484.01	30,484.01	0.00
123	CO 5 - BASE COURSE 6" COMP	1,677 SY	14.17	23,763.09	1,677	23,763.09	0.00	23,763.09
124	CO#5 - ASPHALT BINDER (2"	184 TON	211.05	38,833.20	104.88	22,134.92	22,134.92	0.00
125	CO#5 - ASPHALT BINDER (2"	184 TON	208.63	38,387.92	227.41	47,444.55	47,444.55	0.00
126	CO#5 - ASPHALT WEARING (1.5"	413 TON	128.39	53,025.07	890.36	114,313.32	114,313.32	0.00
127	CO#5 - 5' CONCRETE SIDEWALK	310 SY	55.62	17,242.20	761.2	42,337.94	42,337.94	0.00
128	CO#5 - CURB & GUTTER 24"	95 LF	23.22	2,205.90	95	2,205.90	2,205.90	0.00
129	CO#5 -SIDEWALK RAMP WITH	3 EA	2,680.22	8,040.66	3	8,040.66	8,040.66	0.00
130	CO#5 - SOLID WHITE CLASS	156 LF	4.20	655.20	0	0.00	655.20	-655.20
131	CO#5 -SOLID YELLOW CLASS 2	2,497 LF	1.05	2,621.85	0	0.00	2,621.85	-2,621.85
132	CO#5 - BROKEN YELLOW	1,915 LF	1.05	2,010.75	0	0.00	2,010.75	-2,010.75
133	CO#5 - REFLECTIVE PAVEMEN	8 EA	6.30	50.40	0	0.00	50.40	-50.40
134	CO#5 - REFLECTIVE PAVEMEN	48 EA	6.30	302.40	0	0.00	302.40	-302.40
135	CO#5 - 24" THERMOPLA	42 LF	12.60	529.20	0	0.00	529.20	-529.20
136	CO#5 - WHITE PEDESTR	65 LF	6.30	409.50	0	0.00	409.50	-409.50
137	CO#5 - WHITE LEFT TURN	6 EA	105.00	630.00	0	0.00	630.00	-630.00
138	CO#5 - WHITE "ONLY	4 EA	157.50	630.00	0	0.00	630.00	-630.00
139	CO#5 - FLEXIBLE REFLECTIV	8 EA	103.43	827.44	0	0.00	827.44	-827.44
140	CO#5- CLASS B 6" TRAFF.	16 EA	52.50	840.00	0	0.00	840.00	-840.00
141	CO#5-CLASS B 6" TRAFF	2 EA	52.50	105.00	0	0.00	105.00	-105.00
142	CO#5 - SILT FENCE	425 LF	7.31	3,106.75	0	0.00	0.00	0.00
143	CO#5 - SOD	147 SY	11.18	1,643.46	147	1,643.46	1,643.46	0.00
144	CO#5 - FABRIC INLET PROTECTION	6 EA	279.83	1,678.98	6	1,678.98	1,678.98	0.00
145	CO#5 - BLOCK INLET PROTECTION	6 EA	450.87	2,705.22	6	2,705.22	2,705.22	0.00
146	CO#5 - TEMP. SEEDING	1 AC	1,399.15	1,399.15	1	1,399.15	1,399.15	0.00
147	CO#5 - MULCHING	1 AC	2,188.14	2,188.14	1	2,188.14	2,188.14	0.00
148	CO #6 - DEMOLITION OS ASPHALT P	339 SY	11.25	3,813.75	339	3,813.75	3,813.75	0.00
149	CO #6 - UNCLASSIFIED EXCAVATIO	189 CY	27.38	5,174.82	189	5,174.82	5,174.82	0.00
150	CO #6 - BORROW EXCAVATION	437 CY	28.29	12,362.73	0	0.00	0.00	0.00
151	CO #6 - REMOVE VALLEY GUTTER	1,140 LF	9.33	10,636.20	1,140	10,636.20	10,636.20	0.00
152	CO #6 - BASE COURSE 6" COMPACTE	380 SY	13.17	5,004.60	0	0.00	0.00	0.00
153	CO #6 - CURB & GUTTER 24"	1,140 LF	21.33	24,316.20	1,885.7	40,221.98	40,221.98	0.00

To(OWNER): CITY OF MADISON  
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Page 7

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2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
154	CO #6 - SIDEWALK RAMP WITH DETA	7 EA		2,427.31	16,991.17	7	16,991.17	16,991.17	0.00
155	CO #6 - RESIDENTIAL DRIVEWAY AP	2 EA		2,950.87	5,901.74	2	5,901.74	5,901.74	0.00
156	CO #6 - COMMERCIAL DRIVEWAY APR	6 EA		3,804.59	22,827.54	6	22,827.54	22,827.54	0.00
157	CO7 - ELECTRIC RELOCATION	1 LS		22,890.00	22,890.00	1	22,890.00	22,890.00	0.00
158	CO8 - ADD 2" BLACK BASE	1 LS		47,293.33	47,293.33	1	47,293.33	47,293.33	0.00
					<u>6,448,448.28</u>		<u>5,547,767.73</u>	<u>5,537,889.88</u>	<u>9,877.85</u>

**RESOLUTION NO. 2023-170-R**

**A RESOLUTION AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE MAY 8<sup>th</sup>, 2023, CITY COUNCIL WORK SESSION**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the May 8th, 2023 City Council Work Session shall be live streamed, archived and made available for subsequent viewing;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 8<sup>th</sup> day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2023.

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

**RESOLUTION NO. 2023-168-R**

**A RESOLUTION APPROVING LOUNGE RETAIL LIQUOR LICENSE- CLASS TWO FOR JAY JOGNI INC.**

**WHEREAS**, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a lounge retail liquor – Class II (Package) license to **JAY JOGNI INC.** doing business as **BALCH ROAD SPIRITS** which has applied for said license for its location at 513 Balch Road, Suite A; and

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC lounge retail liquor – Class II (Package) license to **JAY JOGNI INC** for its **BALCH ROAD SPIRITS** 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 City lounge retail liquor – Class II (Package) license to **JAY JOGNI INC** doing business as **BALCH ROAD SPIRITS**;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2023.

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

**Date:** May 1, 2023

**To:** Mayor & City Council

**From:** Ivon Williams  
Deputy Revenue Officer, Revenue Department

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

---

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

A new application was submitted for this Business to correct an error made by the owner on their previous application. The correct business suite is Suite A. This business applied for a Lounge Retail Liquor – Class II (Package) because the business has been sold.

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.

### City of Madison, Alabama

### Checklist for Beer/Wine/Liquor License

ON PREMISE     OFF PREMISE  
 BEER     WINE     LIQUOR

Owner Name: Chintal Patel  
 Business Name: Balch Road Spirits  
 Business Location: 513 Balch Road Suite A  
 Mailing Address: 513 Balch Road Suite A  
 Phone: 256 777 0987

#### APPLICATION FEE:

Date Paid: March 16, 2023 Amount: \$100.00 Receipt #: \_\_\_\_\_  
 Copy of Lease: yes Incorporation Papers: yes

#### POLICE DEPARTMENT APPROVAL:

Letter Sent: April 21, 2023  
 Background Check:    Approved ✓    Disapproved \_\_\_\_\_  
 Check Completed By: Becky Rufus Title ID Secretary  
 Date Completed: 4-21-23

#### BUILDING DEPARTMENT APPROVAL:

Letter Sent: April 21, 2023  
 Inspection:    Approved X    Disapproved \_\_\_\_\_  
 Inspection Completed By: Kloe Title Bldg Dir.  
 Date Completed: 4-21-23

#### FIRE DEPARTMENT APPROVAL:

Letter Sent: April 21, 2023  
 Inspection:    Approved \_\_\_\_\_    Disapproved \_\_\_\_\_  
 Inspection Completed By: [Signature] Title Cpt  
 Date Completed: 4-21-23

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

Memo Sent to City Clerk On: April 20, 2023

Date Placed: April 20, 2023 Newspaper: April 26, 2023

Publication Fee Paid: \_\_\_\_\_

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

Date of Public Hearing: \_\_\_\_\_

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

**STATE ALCOHOL CONTROL BOARD LETTER:**

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

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

**CITY LICENSE:**

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

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

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





**RESOLUTION NO. 2023-156-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND 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 to develop an ADEM-required monitoring program and storm water program plan, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to S & ME Inc. in a total amount not to exceed nine thousand three hundred fifty dollars (\$9,350) to be paid from the Stormwater User Fee Fund.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_ day of May, 2023.

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

**City of Madison, Alabama**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and S & ME, Inc., located at 360D Quality Circle NW, Suite 450, Huntsville, Alabama 35806, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison seeks to develop and implement a revised storm water monitoring program as required by ADEM and the City requires professional engineering services to develop and implement such a monitoring program; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City, to wit: prepare a revised Storm Water Management Program Plan for the City that is compliant with ADEM standards and in accord with Consultant's proposal dated April 19, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

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

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

## **SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **nine thousand three hundred fifty dollars (\$9,350)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### SECTION 3: INDEMNIFICATION & INSURANCE

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate ) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled for reasons other than the non-payment of premium by the insurer until thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant's insurance affording additional insured coverage as required herein shall provide primary coverage as relates to other insurance carried by the City.

#### **SECTION 4: COMMENCEMENT; TERM**

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

#### **SECTION 5: TERMINATION**

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

#### **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **SECTION 7: EXCUSED PERFORMANCE**

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

#### **SECTION 8: ASSIGNMENT**

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

#### **SECTION 9: ENTIRE AGREEMENT; WAIVER**

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

**SECTION 10: NOTICES**

All notices to City shall be addressed to:

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

*With a copy to:  
City Attorney  
City of Madison Legal Department  
100 Hughes Road  
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*S & ME, Inc.  
360D Quality Circle NW, Suite 450  
Huntsville, AL 35806*

**SECTION 11: GOVERNING LAW**

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

**SECTION 12: MISCELLANEOUS PROVISIONS**

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



and compel strict compliance with every provision of this Agreement.

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

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

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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

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

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

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

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

Given under my hand and official seal this \_\_\_\_\_ day of May, 2023.

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

**S & ME, Inc.  
Consultant**

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

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

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

**STATE OF ALABAMA** §

§

**COUNTY OF MADISON** §

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

Given under my hand this the \_\_\_\_\_ day of May, 2023.

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



April 19, 2023

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Revised Proposal for Environmental Consulting Services  
Monitoring Program and SWMPP Revisions**  
City of Madison Municipal Separate Storm Sewer System  
Madison, Madison County, Alabama  
NPDES Permit ALS000014  
S&ME Proposal No. 23820021 REV 1

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this revised proposal for environmental consulting services related to development of a monitoring program and revision of the Storm Water Management Program Plan for the City of Madison Municipal Separate Storm Sewer System (Madison MS4). The original proposal was requested by Ms. Gina Romine of the City of Madison in a phone conversation with Ms. Sarah Yeldell of S&ME on January 30, 2022. The revised proposal was requested by Ms. Romine in a meeting with Ms. Yeldell on April 12, 2023, following additional guidance from ADEM.

## ◆ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison MS4 currently covers all urbanized areas within the corporate boundaries of the City of Madison. The permit was originally issued to the City of Madison by the Alabama Department of Environmental Management (ADEM) in 2015 and was re-issued with an effective date of November 1, 2020.

The Madison MS4 currently discharges indirectly to three waterbody segments with approved Total Maximum Daily Loads (TMDLs) and one waterbody segment identified on the 2022 303(d) list. During the 2021 to 2022 reporting period, Limestone Creek north of Highway 72 (segment AL06030002-0703-102) was added to the 303(d) list as impaired due to pathogens (e. coli). Also during the 2021 to 2022 reporting period, TMDLs were established for two segments of Indian Creek that receive discharges indirectly from the Madison MS4. Indian Creek was first listed in 2018 for impairment due to pathogens (e. coli) between its source and Martin Road (segments AL06030002-0501-110 and AL06030002-0505-102).

Part III of the permit requires that the City develop and implement a monitoring program within six months of the approval of a new TMDL. The monitoring program must be included in the SWMPP. The new TMDLs for Indian Creek were approved on August 27, 2022; however, Ms. Melanie Ratcliff with ADEM granted an extension beyond



## Revised Proposal for Environmental Consulting Services Monitoring Program and SWMPP Revisions

NPDES Permit ALS000014  
S&ME Proposal No. 23820021 REV 1

the original due date of February 27, 2023. The monitoring program and revised SWMPP are currently due to ADEM on **May 31, 2023**.

S&ME understands the City of Madison is requesting that S&ME assist with the development of a monitoring program and preparation of a revised SWMPP meeting the requirements of the permit.

### ◆ Scope of Services

S&ME will develop a monitoring program addressing the pertinent impairments in general accordance with Part III of the permit. S&ME will also prepare the revised SWMPP in general accordance with Part II of the MS4 permit.

The City of Madison will be responsible for reviewing, approving, and signing the monitoring program and revised SWMPP. The documents must be submitted to ADEM by **May 31, 2023**.

### ◆ Excluded Services

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

- The assessment of the City's compliance with regulations other than the NPDES Phase II MS4 Permit
- Outfall inspections associated with Illicit Discharge Detection and Elimination efforts
- Storm sewer mapping and/or outfall identification
- Sampling and analysis of storm water or dry-weather discharges
- Monthly safety meetings
- Recordkeeping related to municipal operations
- Construction BMP inspections
- Construction / redevelopment plan review
- Organization of public outreach events

### ◆ Compensation

Compensation for our services will be based on the actual time and expenses incurred in accordance with the attached Fee Schedule. Based on the information provided to us and the activities as described under the Scope of Services outlined above, S&ME proposes a budget of **\$9,350**.

### ◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of the services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed



**Revised Proposal for Environmental Consulting Services  
Monitoring Program and SWMPP Revisions**

NPDES Permit ALS000014  
S&ME Proposal No. 23820021 REV 1

with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

### ◆ 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 continue 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.**

A handwritten signature in blue ink that reads "Sarah L. Yeldell".

Sarah L. Yeldell, P.E.  
Project Engineer

A handwritten signature in blue ink that reads "Deborah J. Jones".

Deborah J. Jones, P.E.  
Senior Engineer

Attachment: Fee Schedule  
Agreement for Services (AS-071)

## **Attachments**



**Revised Proposal for Environmental Consulting Services  
Monitoring Program and SWMPP Revisions**

NPDES Permit ALS000014  
S&ME Proposal No. 23820021 REV 1

**Environmental Services  
2023 Labor Fee Schedule**

<b>LABOR CATEGORY</b>	<b>UNIT</b>	<b>RATE</b>
Principal Engineer, Geologist, Scientist	per hour	\$235.00
Senior Engineer, Geologist, Scientist	per hour	\$195.00
Project Engineer, Geologist, Scientist	per hour	\$140.00
Staff Professional	per hour	\$110.00
Environmental Technician	per hour	\$95.00
CAD Operator	per hour	\$95.00
Administrative Support	per hour	\$85.00





**AGREEMENT FOR SERVICES**

Date: April 19, 2023	Job Number:
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: 35758
Telephone: 256-837-8882  Fax:	Telephone: 256-772-5672  Fax: gina.romine@madisonal.gov
<b>PROJECT</b>	
Project Name: <b>Madison MS4 Monitoring Program and SWMPP Update</b>	
Project location: (Street Address) 100 Hughes Road	
City: Madison                                      State: AL                                      Zip: 35758	
<b>SERVICES TO BE RENDERED</b>	
Proposal Number: <b>23820021 REV 1</b> dated: April 19, 2023      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:** 23820021 REV 1

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

**ORDINANCE NO. 2023-153**

**AMENDING THE CITY'S FIRE CODE, AS ADOPTED IN CHAPTER 8 OF  
THE CITY CODE OF ORDINANCES**

**WHEREAS**, §§ 36-19-3, 36-19-9 of the Code of Alabama (1975) provides that City fire departments and officials are assistants of the Fire Marshal and subject to the duties and obligations that the State Fire Marshal imposes; and

**WHEREAS**, the regulations of the Alabama State Fire Marshal specified in Chapter 482-2-101 of the Alabama Administrative Code adopt the 2021 edition of the International Fire Code;

**BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama that:

**Section 1.** Section 8-99(5) of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

“International Fire Code, 2021 Edition, including appendices B, C, D, E, I and M.”

**Section 2.** Section 8-100(4) of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

“(4) *International Fire Code, 2021 Edition*. The International Fire Code is hereby amended as follows:

- a. 112.4. Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 dollars or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

**Section 3.** Section 8-78(b) of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

“(b) Residential communities or developments approved by the planning commission for gate-restricted access must have access to all entrances by a method approved by the fire marshal and the entrances with electronic access must open automatically in the event of a power loss.”



**Section 4.** Section 8-78(f) of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

“(f) Industrial and commercial occupancies protected by an alarm system or automatic suppression system must participate in the lockbox program.”

**Section 5.** Section 18-29 of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

- (a) Adopted Code - “There is hereby adopted, for the purpose of the preservation and safety of human life from fire and similar emergencies within the city, the following code known as International Fire Code, 2021 Edition, including appendices B, C, D, E, I and M. The provisions of the adopted code shall be hereafter controlling within the city.”
- (b) Use of Other Codes – In order to better perform the statutory duties and responsibilities of the office of City Fire Marshal, portions of the current National Fire Code promulgated by the National Fire Protection Association may be consulted by the City Fire Marshal as needed to determine the proper applicability of the 2021 International Fire Code to any structure or building.
- (c) This rule does not purport to adopt the current National Fire Code. Instead, it is intended to state that said code may be consulted as necessary to determine whether the fire prevention and protection aspects of the code that is adopted by reference in the 2021 International Fire Code are properly applied under the circumstances.

**Section 6.** Section 18-30 of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

“18-30 – Suspended Ceiling Systems

- (a) Flexible sprinkler hose fittings, ceiling-mounted air terminals or other services weighing less than 20 lb [9 kg] shall be positively attached to the ceiling suspension main runners or to cross runners that have the same carrying capacity as the main runners.
- (b) Flexible sprinkler hose fittings, air terminals or other services weighing more than 20 lb [9 kg] but less than 56 lb [25 kg] shall have, in addition to the requirements in 18-30(a), two No. 12-gauge [2.70 mm] hanger wires connected from the terminal or service to the ceiling system hangers or to the structure above that act as safety wires. It is not necessary for these wires to be taught.
- (c) Flexible sprinkler hose fittings, air terminals or other services weighing more than 56 lb [25 kg] shall be supported directly from the structure above by approved hangers.”

**Section 7.** Section 18-31 of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

“18-31 - Fire Extinguishers

All fire extinguishers required under the *Code of Ordinances, City of Madison, Alabama*, and adopted fire codes set forth in the *Code of Ordinances, City of Madison, Alabama* shall be rated as a 4-A:40B:C ten-pounds fire extinguishers minimum.”

**Section 8.** Section 18-32 of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

“18-32 – Fireblocking System Requirements

- (a) All penetrations to be filled with fire caulk, as required by applicable codes, are to be approved by fire marshal and building officials.
- (b) Fire collars shall be installed on all non-ductile penetrations 2 inches or larger in fire-rated walls and ceilings.

**Section 9.** Section 18-33 of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

“18-33 – Fire Protection System Requirements

- (a) Buildings which are required to have a fire department connection (FDC) shall have a fire hydrant located within 50 feet of the FDC. The FDC shall be located remote from the building either freestanding or at the fire vault as determined by the Fire Marshal unless deemed impractical.
- (b) Private fire hydrants shall be painted silver in color with the bonnet painted in accordance with 2019 NFPA 291 to match the rated hydrant capacity.
- (c) Building equipped throughout with an automatic sprinkler system in accordance with 2021 IFC 903.3.1.1 and 903.3.1.2 shall be provided with occupant notification appliances that will activate throughout the interior notification zones on sprinkler water flow. The automatic sprinkler system shall also be equipped with an approved audible and visual device located on the exterior of the building in an approved location that will activate on sprinkler water flow.”
- (d) Automatic sprinkler system risers, fire pumps and controllers shall be provided with ready access including having required signage along with an exterior access door with an outward swing if building design allows.”

**Section 10.** Section 18-80 of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

“18-80 – Scope of article.

This article in no way replaces or negates the requirements pertaining to explosives as contained in the International Fire Code, 2021 Edition, as the same may be amended, including appendices, or any rule or regulations of any governmental agency. The Standard Fire Prevention Code is administered by the chief of the city fire department within the city limits of Madison.”

**Section 11.** Section 18-124(4) of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed in its entirety and replaced as follows:

“(4) No open burning permit, safety permit or notification is required for fires used for cooking of food, including barbecues and outdoor fireplaces or fire pits. Only clean fuel not containing garbage, rubber, leaves, grass clippings, plastics, or other refuse is permitted. In multi-family occupancies, grills, barbecues, heating appliances, and portable outdoor fire pits shall not be stored, used, or kindled on any balcony or under any overhanging portion within ten feet of any structure.”

**Section 12.** That each section herein is hereby declared to be an independent provision and that the holding by a court of competent jurisdiction of any provision hereof to be void and invalid for any reason shall not affect any other provision hereof.

**Section 13.** That this ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

**READ, PASSED AND ADOPTED** this 22nd day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_ day of May 2023.

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

RESOLUTION NO. 2023-149-R

A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN

WHEREAS, the City of Madison has assigned certain positions to its job classification plan and has established pay ranges for those positions; and

WHEREAS, the City of Madison desires to modify the classification plan to reflect current needs of the City;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 8<sup>th</sup> day of May, 2023, that the following changes be made to the General Class Plan, to be effective the beginning of the pay period following adoption of the resolution:

Updates to Job Descriptions on the General Classification Plan:

- Deputy City Clerk-Treasurer                              Grade 12
- Deputy City Clerk-License & Revenue Officer            Grade 12
- Deputy Court Clerk    Grade 12
- Facilities & Grounds Department Head                    Unclassified

READ, APPROVED, and ADOPTED this 8<sup>th</sup> day of May, 2023.

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

ATTEST:

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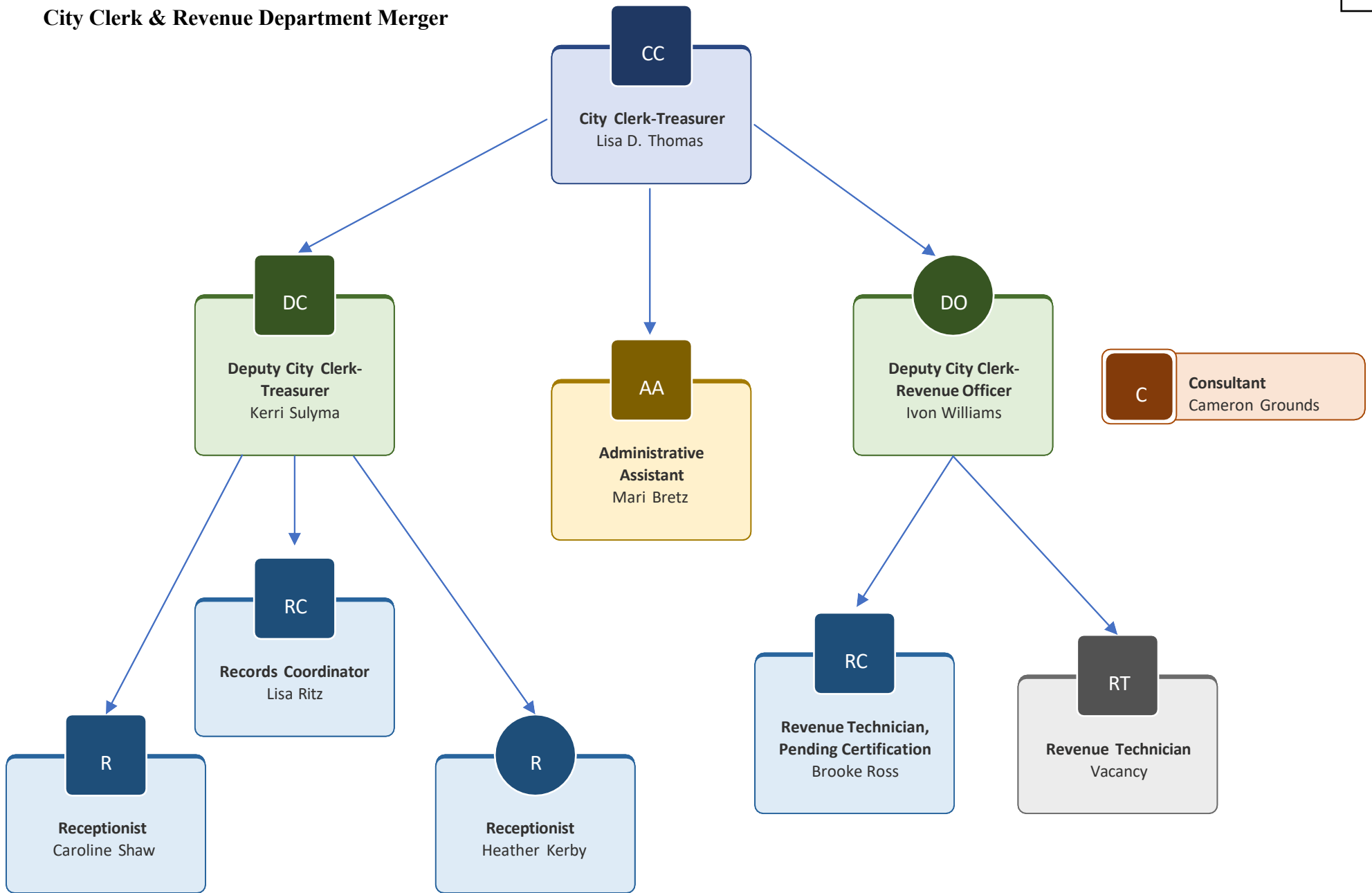
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

APPROVED this \_\_\_\_ day of May, 2023.

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*Paul Finley, Mayor*  
City of Madison, Alabama

# City Clerk & Revenue Department Merger





# City of Madison

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## Job Description

Title: Deputy City Clerk – License & Revenue Officer

Department: City Clerk

Exempt/Nonexempt: E

Pay Grade: 12

Reports to: City Clerk

New Position       

Position Change

Effective Date 5-8-23

Subordinate Staff : Revenue Technicians, Administrative Staff

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*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

This position is a deputy department head focused on revenue matters in the City Clerk Department. Work involves issuing and enforcing City privilege licenses (privilege, alcohol, taxicab/limousine, contractor), processing license fees, determining which classification a business falls under for licensing purposes, etc. This work is performed according to City ordinances and related state laws. Also, work involves performing collection and administrative tasks involved with City administered taxes (sales and use tax, rental tax, lodging tax, liquor tax, gasoline tax and cigarette tax).

### **Essential Functions/Major Responsibilities:**

- Ensures that city-administered taxes and licenses are collected.
- Determines type of license to be purchased by taxpayer and computes fees due.
- Assists public with obtaining a new or renewal privilege license and provides information about state and city ordinances and procedures.
- Computes taxes remitted for mathematical accuracy and ensures that funds are remitted to the City Clerk’s Office. Promptly notifies taxpayers of discrepancies.
- Monitors various taxes and licenses being collected and compares those amounts with budgeted amounts.
- Provides information to taxpayers to address problems or complaints regarding City licenses or taxes.
- Assists in estimating revenues for the City.
- Works with the Planning Department and Mayor’s Office to project potential revenue from new business and development.
- Provides information on revenue and tax matters to elected and appointed officials.

- Supervises and trains other staff involved in City revenue collection.
- Assists in analyzing and proposing fee rate recommendations.
- Maintains departmental files and records on taxpayers.
- Works closely with IT regarding revenue and accounting system upgrades, improvements, and process automation.
- Inputs license and tax information into computer system.
- Performs related work as required by City Clerk.
- Makes presentations to City Council and other officials as needed.
- Prepares ordinances, resolutions, and other documents for consideration of City Council and other City officials.

### **Secondary Functions:**

- Assist with mass mailings of privilege license applications.
- Work with other City departments (Building Department, Planning Department, Fire Department, Police Department, City Clerk's Office) regarding licensing of new businesses in Madison.
- Assists City Clerk with management of department personnel actions, including leave, pay, appraisal, budgeting, procurement, and other day-to-day activities.
- Custodian of equipment pertaining to revenue functions of department.
- Responsible for pick-up of mail from Post Office in absence of Deputy City Clerk-Treasurer.

### **Job Scope:**

- Performs duties with little direction given.
- Independent decision making required in dealing with taxpayers.
- Decisions are made within procedural restraints established by law or departmental policy.
- Assistance with development of department budget.

### **Supervisory Responsibility:**

- Training and mentoring of employees working on City revenue matters.
- Supervision and management of Revenue Technicians and administrative support staff.

### **Interpersonal Contacts:**

- All departmental employees.
- Other department heads and their employees.
- Elected Officials.
- Other tax collecting entities (State, County, City).
- Citizens and business professionals.
- Various State Agencies.

### **Specific Job Skills:**

- Ability to work at a fast pace to complete a high volume of work.
- Strong verbal and written skills to communicate with taxpayers regarding tax or license matters.
- Thorough knowledge of accounting practices and procedures, tax collection procedures and ability to explain them orally and in writing.
- Strong research and analytical skills for projecting potential revenues and problem solving.
- Advanced skills in revenue and accounting system software.
- Ability to work independently with minimal supervision.
- Ability to keep and maintain records.
- Ability to enforce city ordinances in a fair and impartial manner.
- Sound knowledge of tax and license ordinances.
- Strong project management, planning, prioritization, organization, and follow-up skills.
- Advanced computer skills (Excel, Word, Internet research).
- Strong mathematical skills.
- Strong leadership, training, and interpersonal skills.
- Ability to establish and maintain effective relationships with City departments and the general public.
- Ability to use telephone, copier, fax, and other office machines.

### **Education and/or Experience:**

- Two (2) years of related experience in Revenue, Accounting, or Finance preferred, or any combination of education, training and/or experience which provides the required knowledge, skills and abilities for the job.
- Bachelor's Degree in Accounting or a related field required.
- Certification as Municipal Revenue Officer is required within four (4) years of employment.
- Proficient in speaking, reading, and writing in both English and Spanish preferred.

### **Job Conditions:**

- Normal office working conditions, some overtime work may be necessary.
- Work in environment where there are frequent interruptions.
- Occasional travel may be required.
- Must be able to drive and must maintain a strong driving record for city-insurance purpose and record may be periodically checked by the city.
- Strong background record required, due to accessibility to city property and interaction with public.



**Physical Capabilities:**

Ability to communicate verbally and in writing with the public. Ability to stand/sit for extended periods of time. Ability to work on computer for extended periods of time. Occasionally lift and carry up to 25 pounds. Must be able to drive an automobile. Must have full range of physical motion to operate copy machine, calculator, fax machine, etc.

\_\_\_\_\_  
Department Head Approval, Date

\_\_\_\_\_  
Mayor Approval, Date



# City of Madison

## Job Description

Title Deputy City Clerk-Treasurer Department City Clerk-Treasurer

Exempt/Nonexempt Exempt Pay Grade 12 Reports to City Clerk-Treasurer

New Position      Position Change      Effective Date 5-8-23

Subordinate Staff City Hall Receptionists, Records Coordinator

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

Performs a variety of complex administrative activities for the efficient office operations of the department. Work involves attending council meetings, recording minutes of council meetings, and performing duties of the City Clerk-Treasurer in the absence of the City Clerk-Treasurer.

This individual is responsible for assisting with the implementation of policies, guidelines, and procedures established for the receipt, deposit, recording, and supervision of city funds that are within the custody of the City Clerk-Treasurer Department. The employee implements steps necessary to accelerate City-wide cash collection and deposit of funds, and works to expedite the recovery of insufficient fund checks. Ensures that internal control policies are in place and implemented. Supervises City Hall Receptionists, Records Coordinator, and in the City Clerk’s absence, other department staff.

This individual serves under the general direction of the City Clerk-Treasurer with considerable latitude for independent judgment to use organization skills to meet deadlines and initiatives.

### **Essential Functions/Major Responsibilities:**

#### **1. General Departmental Duties**

- Performs duties of City Clerk-Treasurer in her/his absence, including representing the City Clerk-Treasurer at City Council Meetings or other functions as needed.
- Provides procurement services to obtain supplies and equipment needed for the department.
- Responds to a variety of departmental and public requests for information; provides requested information or services when authorized or refers to appropriate individual for response.

- Oversees the following: Maintenance of files for vehicle and equipment titles and assists departments with obtaining tags for automobiles and equipment as required, mails applications for title to the state, receives tags, copies tag and delivers tag to appropriate department for placement on vehicle or equipment.
- Backup Administrative Assistant as timekeeper.
- Secures service for equipment repair.
- Assists in the preparation of departmental budget and monitors expenditures for budget compliance.

## **2. City Council Services**

- Assists with coordination of, and obtains documentation for preparation of agenda for city council meetings.
- Prepares draft agenda for review by the City Clerk-Treasurer, Council President and Mayor.
- Prepares agenda packets for distribution to City Council.
- Works directly with City Clerk in the preparation and management of municipal elections.

## **3. Administrative Official – Weed Abatement**

- Serves as the City’s “administrative official to exercise authority to perform duties delegated by the City’s local weed abatement law.” Must be knowledgeable in the law and develop related procedures to follow.

## **4. Fiscal Responsibility**

- Directs and verifies receipt of all monies received by the City. Responsible for proper transmittal of receipts to accounting system; ensures monies are posted to proper banking institution cash accounts. Verifies daily bank deposits, secures the deposits in the city’s vault and delivers the deposits to the bank. Make sure posted to correct internal general ledger accounts.
- Prepares correspondence to individuals who have paid for services with insufficient funds to insure recovery of monies owed to the City; and other outstanding unpaid fees and follow-ups with additional demands seeking payment.
- Maintains sensitive and complex files related to banking services and statements.
- In the absence or at the request of the City Clerk-Treasurer ensures proper payment of warrants, claims, demands and requisitions.
- Prepares and maintains monthly cash receipts reports of monies received by all departments.
- Prepares annual revenue confirmation for the annual audit.
- Prepares and maintains monthly investment earning report for all city funds.
- Maintains and prepares special reports to show cash balances for various periods.
- Transfers funds between city bank accounts accurately and efficiently.

**Secondary Functions:**

- Provides back-up support/coverage to all positions in the department as needed.
- Provides notary public services to the public as needed.
- Assists City Clerk with management of personnel actions, including leave, pay, appraisal, budgeting, procurement, and other day-to-day activities.

**Job Scope:**

- Works under the general direction of the City Clerk-Treasurer.
- Performs duties with little direction given, operating from established directions and instructions.
- Decisions are made within general policy constraints and often require independent decision-making.
- Assist with budget preparation for the Department and compliance.

**Supervisory Responsibility:**

- Provides direct leadership to subordinates.
- Trains and mentors new employees in City Clerk office.
- Reviews and recommends training sessions, workshops, continuing education and other training relating to activities pursued by subordinates.

**Interpersonal Contacts:**

- Has daily communication with other employees, the public, and elected officials.
- Must be competent to communicate in a professional and courteous manner with sufficient knowledge to assist the party or to direct them to a department or individual who can provide assistance.

**Specific Job Skills:**

- Knowledge of rules, regulations, laws, and ordinances affecting City policies and operations of the department.
- Knowledge of rules pertaining to public meetings.
- General business operations knowledge, including large scale record keeping procedures and data security methods and techniques.
- Knowledge of city, federal and state laws and other regulations relating to banking and collection of delinquent accounts.
- Knowledge of principles and practices of auditing, general accounting, and internal controls.
- Strong verbal and writing skills necessary to communicate with city employees, elected officials, and the general public.
- Strong math skills to perform functions related to processing the deposit of funds, process cash receipts and to evaluate the bank statements.

- Strong computer skills including, MS Office, Excel, Word and Accounting software.
- Ability to ensure confidentiality of public records.
- Ability to exercise tact and diplomacy when interacting with others.
- Knowledge of bookkeeping and accounting procedures.
- Knowledge of revenue codes as they relate to calculating taxes and estimating revenue for the City.
- Some knowledge of issuing Business Licenses.
- Prioritization, organization, scheduling and follow-up skills required.
- Thorough knowledge of office practices, procedures and equipment.

**Education and/or Experience:**

- Bachelor's degree in Business, Accounting, Finance or related field required.
- Five (5) years of closely related experience and administrative, legal or accounting/finance related environment or similar environment.
- Experience working with mainframe accounting systems required.
- Strong work history of dependability and performance.
- Must be able to obtain Certified Municipal Clerk designation within four (4) years of employment.

**Job Conditions:**

- Normal office working conditions.
- Job may require long and flexible work hours.
- Frequent interruptions and some evening meetings.
- Must maintain a strong driving record for city insurance purposes and record may periodically checked by the city.
- Strong background record required, due to accessibility to city monies, records, and frequent interaction with public.
- Employee must be bondable.

**Physical Capabilities:**

- Ability to occasionally lift and carry up to 25 pounds.
- Ability to communicate verbally and in writing with the public.
- Ability to stand/sit for extended period of time.
- Ability to work on computer and telephone for extended period of time.

- Must have full range of physical motion in order to operate various tools and equipment independently and in a timely manner, etc.
- Ability to travel for training seminars.
- Ability to hear well enough to take minutes at meetings in a prompt manner.

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Department Head, Date

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Mayor, Date

**Facilities & Grounds Department Responsibilities of New  
Facilities & Grounds Department Head**

<b>Facility</b>	<b>Building(s)/Facilities</b>	<b>Groundskeeping</b>
<b>Responsibilities as Lead Department Head</b>		
<b>City Hall</b>	F&G Director	F&G Director
<b>Public Library</b>	F&G Director	F&G Director
<b>Current Senior Center</b>	F&G Director	F&G Director
<b>Three Springs</b>	F&G Director	F&G Director
<b>Hexagon 23A Building</b>	F&G Director	F&G Director
<b>Responsibilities in Partnership with other Department Heads</b>		
<b>Downtown Parks (Homeplace Park &amp; Village Green)</b>	F&G Director	Parks & Rec.
<b>Dublin Park</b>	F&G Director	Parks & Rec.
<b>Palmer Park</b>	F&G Director	Parks & Rec.
<b>Toyota Field</b>	F&G Director + Planning	BallCorps
<b>Public Works Building</b>	F&G + PW	F&G + PW
<b>Fire Stations</b>	F&G + MFR	F&G + MFR
<b>Remaining with Current Departments OR Potential for Transition in Future</b>		
<b>Neighborhood Parks</b>	N/A	Parks & Rec.
<b>Greenways</b>	N/A (potential future bathrooms)	Parks & Rec.
<b>Hexagon Sports Fields</b>	N/A (potential future bathrooms/concessions)	Parks & Rec.
<b>Sunshine Oaks</b>	N/A (potential future venue)	Parks & Rec.
<b>Cemeteries</b>	N/A	Public Works
<b>Rights of Way</b>	N/A	Public Works

**Potential Staffing Plan (TBD in coordination with new Department Head):**

- Moving from Building Department:
  - 1 Building Services Coordinator (aka Building & Grounds Supervisor)
  - 3 Complex Maintenance workers
- Moving from Recreation Department:
  - 1 Complex Maintenance worker
  - Potential for 1-3 grounds maintenance workers to move in future
- *\*Budget will be administered under the Mayor’s Office’s budget until the new fiscal year.*



# City of Madison

## Job Description

Title Facilities & Grounds Director Department Facilities and Grounds

Exempt/Nonexempt E Pay Grade \_\_\_\_\_ Reports to Mayor

New Position X Position Change    Effective Date May 8 2023

Subordinate roles: Building and Grounds Supervisor, Facility Maintenance Personnel, and Complex Maintenance Personnel

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

This Department Head will manage and supervise the maintenance, inspection, repair, cleaning, and improvement of City-owned office, recreational, and other buildings, as well as certain City grounds. This Department Head will manage and supervise skilled and semi-skilled workers performing maintenance and repair tasks in building trades including HVAC, electrical, carpentry, electronics, controls and plumbing, as well as janitorial workers and contract personnel. The work involves performing inspections on City owned facilities and recreational buildings to ensure proper maintenance and repair. In addition, the work involves ensuring that certain City grounds are mowed, landscaped, and maintained, whether by City staff or contractors.

The work involves managing and directing the work of crews performing maintenance and repair; identifying priorities and scheduling work orders; visiting job sites; coordinating with other Department Heads who supervise certain specialized facilities; advising subordinates; approving requisitions for parts; performing inspections on facilities; reviewing and providing recommendations for space planning; maintaining records and directing contractors. The employee is responsible for managing, organizing, assigning, and ensuring completed work is performed in conformance with established practice and policy. Additional guidance is provided through Federal, State, and local laws and ordinances, OSHA regulations, and Departmental and City policies and procedures. Work is evaluated through work orders, performance appraisals and reports for accuracy, completeness, and adherence to policies and procedures. Supervision is exercised over Facility Maintenance Workers, Complex Maintenance Workers, and Contract Employees.



### **Essential Functions/Major Responsibilities:**

- Manages work of skilled and semi-skilled workers performing maintenance and repair tasks in all of the building trades such as HVAC, electrical, carpentry, electronics, fencing, and plumbing on City owned facilities; assigns work; inspects work; coaches and/or counsels; conducts performance evaluations; and disciplines.
- Manages “In-House” project process, which includes assessment of an overall facility and its design, mapping out potential redesign options, working with City Administration to select final designs and develop overall budget, assemble contractors, and oversee projects through successful completion.
- Makes recommendations regarding hiring, disciplinary actions, and terminations for the department.
- Recommends new construction and/or any changes in existing building structures. Works closely with various officials and department heads to ensure smooth operation and maintenance of all City facilities.
- Manages, coordinates, and supervises facility construction. May be required to create preliminary drawings for new construction and or remodeling projects for planning purposes. Work involves generating specifications and coordinating with staff to solicit contractor bids. Schedules construction work and tracks progress. Consults with users to evaluate desires versus allotted budget.
- Manages, coordinates, and supervises maintenance of certain City grounds, including mowing, landscaping, litter management, debris removal, irrigation, pruning, and weed and pest control.
- Utilizes a computer and work order software system to manage, plan and schedule the work of crews; schedules work orders and preventative maintenance; identifies priorities to ensure maximum operation in buildings; makes decisions related to repair and cleaning.
- Visits job sites where maintenance and repair work is being performed; provides guidance, direction, and counsel to workers; reviews and approves completed work.
- Manages subcontracted work.
- Manages facilities budget and advises/provides recommendations to senior management/City Leadership on task priorities.
- Manages and maintains list of City-owned assets.
- Develops strategic long and short-term plans for managing the real estate portfolio and personnel to improve service and eliminate future issues.
- Participates in facility designs reviews and finish selection.
- Approves requests for requisitions related to parts for replacement; obtains competitive prices from contractors/vendors when needed; meets with contractors/vendors at work sites; obtains quotes; maintains accurate records of current numbers, costs, and other related expenditures.
- Directs the work of contractors when needed; meets with contractor; explains needed services; oversees and inspects work performed.
- Performs inspections on City owned facilities and recreational building to ensure proper maintenance and repair.
- Manages on-call duty for fires, burglar alarms, and other emergencies after hours; evacuates buildings; notifies proper authorities.

- Manages and organizes twenty-four hours (24), seven days a week operation for maintenance and repairs of city facilities and buildings.
- Manages construction projects related to maintenance, repair, and installation of city facilities.
- Purchases and negotiates contracts for furniture and other essential facility items in coordination with other City Department Heads.

### **Secondary Functions:**

- Attends meetings of the City Council and other reviewing authorities when requested.

### **Specific Job Skills:**

#### Technical/Professional:

- Considerable knowledge of building electrical systems, such as codes, lighting, motors, motor controllers, distribution systems, fire alarms, and security systems.
- Considerable knowledge of building plumbing systems, such as codes, piping, fixtures, and sprinkler systems.
- Considerable knowledge of building HVAC systems, such as codes, air conditioning, ventilating, compressors, and heating.
- Considerable knowledge of carpentry, such as codes, materials, methods, and supplies.
- Considerable knowledge of electronics, such as codes, testing, and circuitry.
- Considerable knowledge of building mechanical systems, such as roofing, carpentry, flooring, hardware, and pumps.
- Considerable knowledge of and ability to implement best practices for mowing, landscaping, irrigation systems, and litter/debris removal.
- Related trade affiliations are a plus.
- Thorough knowledge of methods, materials, and equipment used in cleaning and caring for large buildings.
- Supervises and coordinates construction projects involving city buildings.
- Ability to review blueprints and make recommendations; develop cost estimates.
- Must be generally computer literate; must be able to use basic office software packages; must be able to utilize software to construct, modify and maintain spreadsheets (MS Excel); must be able to produce and modify documents in word processing software (MS Word); must be able produce slide shows in software applications for presentation needs (MS Power Point).
- Experience in supervision of subordinate employees preferred.

#### Managerial:

- Ability to inspect facilities and work being performed, identify problems, and suggest solutions.
- Ability to communicate effectively, both verbally and in writing.
- Ability to maintain accurate and complete records.

- Ability to use a computer with necessary software to manage a work order system, compile data, and produce reports.
- Skill at hiring, training, appraising, counseling, disciplining, and assignment of personnel.
- Skill at staff motivation.
- Skill at gathering and evaluating input for decision-making.
- Adept and diplomatic at managing relationships between subordinates and superiors (e.g., elected officials).
- Adept at managing relationships between subordinates and each other.
- Ability to manage scheduling, timekeeping, payroll functions at departmental level.
- Strong understanding of personnel policies and practices and ability to coach employees in these areas.
- Ability to manage scheduling and leave issues at the departmental level.

### **Job Scope:**

- Decisions are made with reference to federal, state, and local law, as well as principles of good building science.
- Responsible for budget preparation for department and accountable for the operating budget.
- Key player in preparation and implementation of plans, policies, and procedures for functioning facility Management in the City.
- Exercises creative initiative in identifying problems and needs, proposing, devising, and implementing (or supervising implementation of) solutions on a citywide basis, facility modifications, new construction and Green Building Initiative and Energy Conservation.
- Building and Grounds Supervisor and Maintenance and Complex Maintenance Personnel in the City buildings.

### **Interpersonal Contacts:**

- All department employees (frequent, wide-ranging, complex).
- Other department heads (frequent, related to facility).
- Elected officials (frequent, wide-ranging, complex, often involving policy issues).
- Appointed officials (frequent, wide-ranging, complex).
- Contractors (frequent, complex communications concerning code requirements to building issues).

### **Education and/or Experience:**

- Associate's Degree in Facilities Management, Building Science, Engineering, or a related field from an accredited college; or a high school diploma or GED certificate issued by the appropriate state agency plus considerable related experience.
- A minimum of five years progressive experience overseeing construction and/or maintenance of multi-complex buildings and structures.

**Job Conditions:**

- Must maintain strong driving record for City insurance purposes.
- Normal office working conditions on a daily basis, as well as substantial field visits and work at job sites and exposure to dangerous conditions such as incomplete structures, noise, other project related hazards.
- Job may require occasional extended work hours and work on weekends.
- Working outside briefly in varying weather conditions, including local natural disasters.
- Frequent interruptions and frequent evening meetings with short or no notice.
- Work exposes the employee to adverse weather conditions and hazards associated with traffic, electricity, chemicals, and fumes.
- Protective equipment is required such as gloves, safety glasses and a welding helmet.

**Physical Capabilities:**

- Work also requires some occasional heavy lifting and the ability to climb, stand, bend, and crawl while performing inspections and job site visits.
- Ability to communicate verbally and orally with the public.
- Ability to work on a computer for extended periods of time.
- Must be able to drive.
- Ability to travel.
- Stamina to work 12 – 14-hour days, 4 -5 times per month.

\_\_\_\_\_  
Mayor Approval, Date

\_\_\_\_\_  
Department Head Approval, Date

**RESOLUTION NO. 2023-163-R**

**A RESOLUTION ACCEPTING A DEDICATION OF PROPERTY  
ADJACENT TO KYSER BOULEVARD FOR A CITY RIGHT-OF-WAY**

**WHEREAS**, Smart Living LLC, a Delaware limited liability company, completed a development adjacent to Kyser Boulevard known as the Bradford Station; and

**WHEREAS**, upon completion of said development, Smart Living LLC wishes to convey a tract of land along Kyser Boulevard to the City as a right-of-way;

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison to acquire the tract of property, which is described with particularity in the attached Quitclaim Deed.
2. The exhibits depicting the tract are attached hereto and incorporated herein, and copies will be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama.
3. That the City shall hereby accept the donation and dedication of the tract from the owner.
4. That the Mayor of the City of Madison, or his designee, is authorized, empowered, and directed to execute all documents necessary to acquire the donated tract.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8<sup>th</sup> day of May 2023.

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

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

**APPROVED** this \_\_\_ day of May 2023

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

STATE OF ALABAMA )  
COUNTY OF MADISON )

**QUITCLAIM DEED**

THIS INDENTURE made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **SMART LIVING, LLC**, a Delaware limited liability company, as Grantor, and **THE CITY OF MADISON**, as Grantee.

**WITNESSETH:** That the Grantor for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to it, cash in hand, paid this day by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, has this day remised, released, quitclaimed and conveyed and does by these presents, remise, release, quitclaim and convey unto the Grantee all of the right, title, claim, interest and demand of the Grantor in and to that certain real estate lying and being situated in the County of Madison, State of Alabama, to-wit:

**KYSER BOULEVARD RIGHT-OF-WAY**

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE SOUTH 89 DEGREES 11 MINUTES 17 SECONDS EAST, 1858.98 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 89 DEGREES 09 MINUTES 32 SECONDS WEST, 694.53 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 48 MINUTES 38 SECONDS EAST, 1417.36 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING CONTINUE NORTH 01 DEGREES 48 MINUTES 38 SECONDS EAST, 101.98 FEET TO A POINT;  
THENCE NORTH 80 DEGREES 30 MINUTES 03 SECONDS EAST, 155.25 FEET TO A POINT;  
THENCE SOUTH 01 DEGREES 48 MINUTES 38 SECONDS WEST, 101.98 FEET TO A POINT;  
THENCE SOUTH 80 DEGREES 30 MINUTES 03 SECONDS WEST, 155.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 15525 SQUARE FEET (0.356 ACRES), MORE OR LESS.

IN WITNESS WHEREOF, the said Smart Living, LLC, a Delaware limited liability company, has caused these presents to be executed by Louis W. Breland as its Manager, on the day and year first above written.

SMART LIVING, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Louis W Breland  
Its: Manager

STATE OF ALABAMA )  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that, Louis W. Breland, as Manager of Smart Living, LLC a Delaware limited liability company, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of Smart Living, LLC, a Delaware limited liability company .

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC - \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]



**LANIER FORD**  
P.O. Box 2087  
Huntsville, AL 35804

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

SEND TAX NOTICES TO:

The City of Madison  
100 Hughes Road  
Madison, AL 35758

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

Grantors' Address: 2101 West Clinton Avenue, Huntsville, AL 35805  
Grantee's Address: 100 Hughes Road, Madison, AL 35758  
Property Address: Kyser Boulevard Right of Way  
Purchase Price: \$ EXEMPT

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

\_\_\_ Bill of Sale \_\_\_ Sales Contract \_\_\_ Closing Statement \_\_\_ Appraisal X Other

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

PBS/cj

S:\Johnson\yam\FORMS\Deed forms\QC - Quitclaim\QC Deed fr Smart Living to City of Madison Kyser Blvd ROW .wpd

**RESOLUTION NO. 2023-160-R**

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH HUNTSVILLE UTILITIES TO ALLOW THE CITY TO USE PROPERTY ADJACENT TO THE CITY’S MOSE CHAPEL ROAD PROPERTY**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with Huntsville Utilities (“HU”), for the City to use HU property adjacent to the City’s Mose Chapel Road property to wit; to use the HU property for recreational purposes to include a proposed disc golf course, said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive Use Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2023.

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



STATE OF ALABAMA )  
COUNTY OF MADISON )

**PERMISSIVE USE AGREEMENT**

This Agreement (“**Agreement**”) made and entered into on this the \_\_\_\_ day of April 2023, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“**City**”), and the **Huntsville Electric Utility Board**, a municipal public utility board created by the City of Huntsville, Alabama, (“**HU**”).

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

**WHEREAS**, HU owns a parcel of approximately two (2) acres of property with Parcel Identification Number 16-03-07-04-000-003.001 located on the northwest side of Mose Chapel Road in Madison, Alabama as depicted in **Exhibit A** to this Agreement (herein described as “the Property”);

**WHEREAS**, the City owns forty (40) acres of land adjacent to the Property located at the street address of 228 Mose Chapel Road, Madison Alabama;

**WHEREAS**, the City seeks use of the Property for the purpose or refurbishing and preparing the adjacent City property for a suitable public purpose that is expected to require entry, use and/or other operations upon to the Property;

**WHEREAS**, the parties contemplate a future agreement whereby HU may exchange the Property with the City for similar property suitable for the construction of a electric power substation within the City of Madison;

**WHEREAS**, the parties contemplate that this agreement shall serve as a temporary use agreement until such time that such exchange of property can be conducted between the City and HU.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Permission to Enter: Subject to the conditions stated in this Agreement, HU grants the City permission and license to enter, use and/or conduct its operations on the Property. The City accepts the Property on the date hereof in its current, as-is, where-is condition. The City shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Property, occasioned by or affecting the use thereof by the City, including without limitation all environmental laws, rules, regulations and ordinances.

2. Permissive Use: HU's granting of the license for the City's use, right of entry and operations on the Property is permissive only and shall not be deemed to affect or diminish HU's right to the free and unfettered use of the Property except as otherwise expressly set forth in this Agreement.
3. Notice to Repair: If HU needs to maintain, repair, or replace utility lines located on the Property, HU will provide ten (10) days' prior written notice to the City of its need to do so.
4. Notice of Termination: Either party may provide notice to the other of termination of this Agreement within one-hundred and eighty (180) days of the date that the City shall be required to vacate the Property and/or cease to have permission to use the Property. This notice can be amended upon the written mutual agreement of the parties.
5. Emergencies: Notwithstanding the foregoing, in the event of an emergency, HU may immediately access the Property as reasonably necessary to address an emergency, without giving notice, provided that HU shall give notice to City as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists that requires immediate maintenance, repair, or replacement shall be solely within the discretion of HU.
6. Restoration: After HU completes any such maintenance, repair, or replacement within the Property it will restore affected landscaping, sidewalks, and other affected utilities' apparatus to their original condition; provided, however that HU shall not be responsible for restoring any alteration or damage to the Property caused by the City, all of which shall be performed by the City at its expense.
7. Hold Harmless; Attorney's Fees: To the extent allowed by law, City will indemnify, defend and hold HU harmless from any expense (including reasonable attorney's fees), claim, loss or damage of any kind associated with the permissive use of the Property other than damage caused by willful misconduct or gross negligence of HU. In case suit should be brought to enforce any rights under this Agreement or for any sum due hereunder, or because of any act which may arise out of the use or possession of the Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
8. Assignment: The City shall not assign this Agreement without prior written consent of HU, which consent may be withheld in HU's sole and absolute discretion. Any such assignment without consent shall be void and, at the option of HU, may terminate this Agreement.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date and year first above written.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on this \_\_\_\_ day of April, 2023.

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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

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

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

**STATE OF ALABAMA** §

§

**COUNTY OF MADISON** §

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

Given under my hand and official seal this \_\_\_\_ day of May, 2023.

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

**City of Huntsville, Alabama,  
doing business as Huntsville Utilities**

**Attest:**

By: \_\_\_\_\_  
Robert Wesley Kelley, President and CEO

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

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

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Robert Wesley Kelley, whose name as President and CEO of the City of Huntsville, Alabama, an Alabama municipal corporation d/b/a Huntsville Utilities, is signed to the foregoing Agreement, who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he as such officer and with full authority, executed voluntarily on the day the same bears date.

Given under my hand this the \_\_\_\_\_ day of May 2023.

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

**EXHIBIT A**

Lot 1, according to the map of survey of Mose Chapel Park, Madison County, Alabama, as shown of record in the Office of the Judge of Probate of Madison County, Alabama in Plat book 34, Page 2.

**RESOLUTION NO. 2023-169-R**

**A RESOLUTION APPOINTING ADDITIONAL ELECTION OFFICERS FOR THE 2023 SPECIAL MUNICIPAL ELECTION ON COUNCIL-MANAGER FORM OF GOVERNMENT ELECTION AND SETTING COMPENSATION FOR SAID OFFICERS**

**WHEREAS**, a special municipal election has been called to be held on May 9, 2023 for a referendum on the transition to a Council-Manager form of government.

**BE IT RESOLVED**, that the person named on "Attachment A" is appointed as an election officer for the special municipal referendum election to be held on Tuesday, May 9, 2023.

**BE IT FURTHER RESOLVED**, that said election officers will be compensated at the rate of One hundred fifty dollars (\$150.00) per day for their services.

**BE IT FURTHER RESOLVED** that a school of instruction for the named officer was conducted on **Wednesday, April 26, 2023**. The hours for the school of instruction was held at 10:00 a.m., 2:00 p.m. and 5:30 p.m. for the Council-Manager referendum election and that the Clerk was directed to give all officers at least forty-eight (48) hours' notice of the time and place of the election school.

**READ, APPROVED AND ADOPTED** at a Regular Meeting of the City Council of the City of Madison, Alabama, on the 8<sup>th</sup> day of May, 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of May, 2023

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



***2023 Special Municipal Election  
May 9, 2023***

***Poll Workers  
Council District No. 6  
Madison City Library***

***George Barry***

ATTACHMENT A  
RESOLUTION NO. 2023-136-R

**RESOLUTION NO. 2023-175-R**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A  
RIGHT-OF-WAY EASEMENT FOR A PORTION OF WISE STREET**

**WHEREAS**, the Co-Trustees of the Residuary Trust created by the Last Will and Testament of George Walton Hughes (“the Trust”) desire to allow the City of Madison to have a public right-of-way on land owned by the Trust on Wise Street in downtown Madison;

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire the right of way easements, on, over, across, and upon the following described parcels of land (the “Tracts”), to-wit:

ALL THAT PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 16; THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS EAST 17.;70 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT OF WAY MARGIN OF SULLIVAN STREET WITH THE NORTH RIGHT OF WAY MARGIN OF MARTIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID MARTIN STREET, NORTH 70 DEGREES 48 MINUTES 43 SECONDS EAST 312.21 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 39 SECONDS EAST 328.83 FEET TO THE POINT OF BEGINNING; SAID POINT IS FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE GEORGE WALTON HUGHES RESIDUARY TRUST AS DESCRIBED IN DEED BOOK 574, PAGE 355 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT, NORTH 18 DEGREES 35 MINUTES 26 SECONDS WEST 198.09 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF MAIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID MAIN STREET, NORTH 70 DEGREES 50 MINUTES 45 SECONDS EAST 18.33 FEET; THENCE LEAVING SAID STREET AND ALONG THE PROPOSED EAST RIGHT OF WAY MARGIN OF WISE STREET, SOUTH 18 DEGREES 38 MINUTES 57 SECONDS EAST 178.56 FEET TO THE POINT OF CURVE; THENCE ALONG A CURVE TO THE



LEFT, HAVING A RADIUS OF 19.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 02 MINUTES 39 SECONDS EAST 27.61 FEET TO THE NORTH RIGHT OF WAY MARGIN OF SAID MARTIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID MARTIN STREET, SOUTH 70 DEGREES 53 MINUTES 30 SECONDS WEST 39.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRE OF 3,846.7 SQUARE FEET, MORE OR LESS.

That the property subject to the public right-of-way easement is further described in a map attached as *Exhibit A*.

That the obtainment of the foregoing Tracts is necessary and in the best interests of the citizens of the City of Madison in that the same will contribute to the health, safety, and general welfare of the citizens of Madison.

That the City shall hereby accept the dedication of said permanent public right-of-way easement.

That the Mayor of the City of Madison is authorized to execute all documents necessary to acquiring the donation and acquisition of the public right-of-way easement.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2023.

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

STATE OF ALABAMA     )  
COUNTY OF MADISON    )     PUBLIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **GEORGE WALTON ANDERSON, a married man, and LAWRENCE A. ANDERSON, a single man, as the sole heirs of the ESTATE OF MARION KATHRYN HUGHES ANDERSON (Probate Case No. 57076); and George Walton Anderson and Lawrence A. Anderson as Co-Trustees of the RESIDUARY TRUST CREATED BY THE LAST WILL AND TESTAMENT OF GEORGE WALTON HUGHES,** as the Grantors (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **CITY OF MADISON, an Alabama municipal corporation,** (hereinafter referred to as "Grantee"), and unto its successors and assigns, a perpetual and permanent public easement through, over, and under the following described lands of Grantor, said easement being located in Madison County, Alabama, and being more particularly described as follows:

ALL THAT PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 16; THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS EAST 17.;70 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT OF WAY MARGIN OF SULLIVAN STREET WITH THE NORTH RIGHT OF WAY MARGIN OF MARTIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID MARTIN STREET, NORTH 70 DEGREES 48 MINUTES 43 SECONDS EAST 312.21 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 39 SECONDS EAST 328.83 FEET TO THE POINT OF BEGINNING; SAID POINT IS FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE GEORGE WALTON HUGHES RESIDUARY TRUST AS DESCRIBED IN DEED BOOK 574, PAGE 355 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT, NORTH 18 DEGREES 35 MINUTES 26 SECONDS WEST 198.09 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF MAIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID MAIN STREET, NORTH 70 DEGREES 50 MINUTES 45 SECONDS EAST 18.33 FEET; THENCE LEAVING SAID STREET AND ALONG THE PROPOSED EAST RIGHT OF WAY MARGIN OF WISE STREET, SOUTH 18 DEGREES 38 MINUTES 57 SECONDS EAST 178.56 FEET TO THE POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 19.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 02 MINUTES 39 SECONDS EAST 27.61 FEET TO THE NORTH RIGHT OF WAY MARGIN OF SAID MARTIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY MARGIN OF SAID MARTIN STREET, SOUTH 70 DEGREES 53 MINUTES 30 SECONDS WEST 39.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRE OF 3,846.7 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the right of way easement hereinabove described, and together with the right to use the right of way and enjoy the full extent of the right of way easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the \_\_\_\_\_ day of May 2023.

**GRANTORS:**

By: \_\_\_\_\_  
GEORGE WALTON ANDERSON, Trustee of the Residuary Trust created by the Last Will and Testament of George Walton Hughes

By: \_\_\_\_\_  
LAWRENCE A. ANDERSON, also known as Larry Anderson, Trustee of the Residuary Trust created by the Last Will and Testament of George Walton Hughes

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **GEORGE WALTON ANDERSON**, whose name is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, he executed the same voluntarily as of the day of the same bears date.

Given under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **LAWRENCE A. ANDERSON**, whose name is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, he executed the same voluntarily as of the day of the same bears date.

Given under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This Instrument Prepared By:  
Tim McFalls, Esq.  
Assistant City Attorney  
City of Madison, Alabama  
100 Hughes Road, Madison, AL 35758

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

**ORDINANCE NO. 2023-137**

**AN ORDINANCE FOR THE CONVERSION OF AN OPEN EASEMENT TO AN UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOTS 1-26 OF ACADIA AT ARLINGTON PARK SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Doublehead Properties, LLC, requesting the conversion of open easement to utility and drainage easement located within Lots 1-26 in Arcadia at Arlington Park Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF MADISON

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF ACADIA AT ARLINGTON PARK AS RECORDED IN PLAT BOOK 2023, PAGES 3-4 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ROYAL DRIVE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT-OF-WAY RUN SOUTH 45 DEGREES 09 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 79.24 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 01 DEGREE 13 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 969.98 FEET TO A POINT;

THENCE RUN SOUTH 38 DEGREES 27 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 8.26 FEET TO A POINT;

THENCE RUN NORTH 01 DEGREE 13 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 971.37 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY FOR ROYAL DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 45 DEGREES 09 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 7.21 FEET AND BACK TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 0.11 ACRES +/-.

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, that the above-described open easement is converted to utility and drainage easement, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of May 2023.

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

**ATTEST:**

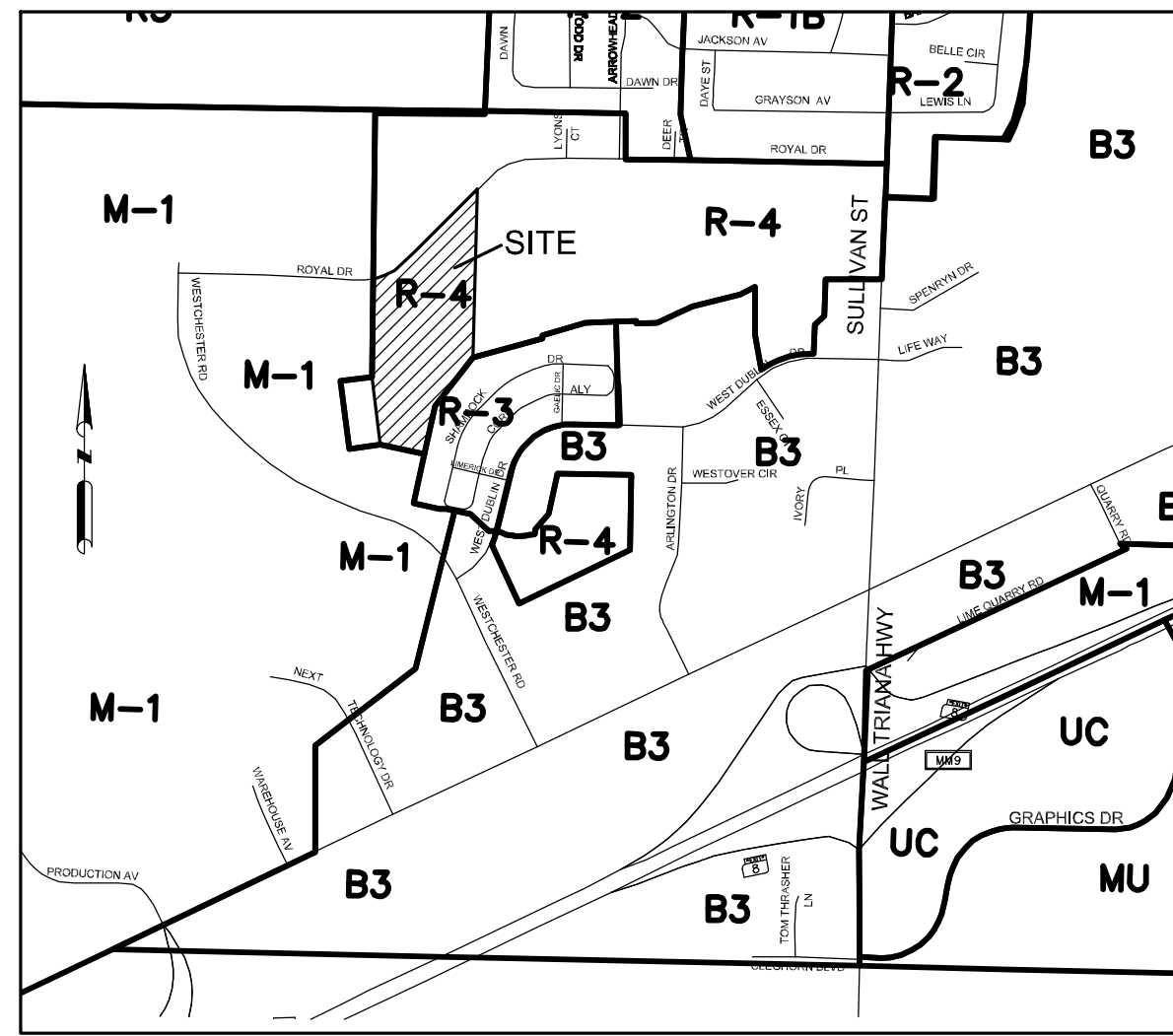
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*Lisa Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

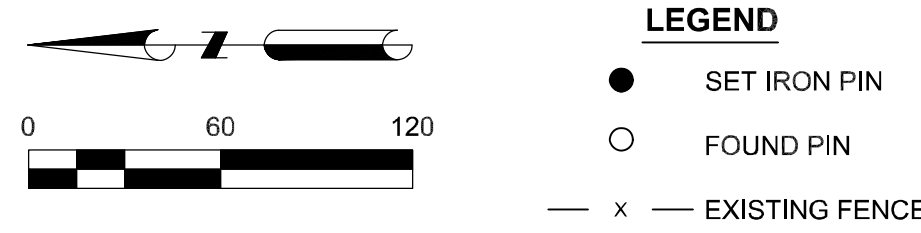
**APPROVED** this \_\_\_\_\_ day of May 2023.

---

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



SITE VICINITY MAP  
1"=1200'



NOTES:

- THERE IS A 15.00' P.U.D.E. ALONG THE RIGHT-OF-WAY ON EACH LOT.
- DEED REFERENCE: P.B. 910 PG. 233 LOWE-WIGINTON INVESTMENTS LTD. 307 FRANKLIN ST HUNTSVILLE, AL 35801
- SETBACKS ARE GOVERNED BY THE LATEST EDITION OF THE ZONING ORDINANCE.
- ZONING DISTRICT: R-4
- THERE ARE 1,966 L.F. OF PROPOSED STREETS AND 2.20 ACRES OF PROPOSED RIGHT-OF-WAY FOR THIS PHASE.
- THIS DEVELOPMENT IS 14.33 ACRES, 96 LOTS, AND 4 COMMON AREAS IN TRACT 1, WITH A TOTAL PROPERTY AREA OF 14.33 ACRES.
- THE SMALLEST LOT CONTAINS 3000.20 SQUARE FEET (0.07 ACRES).
- THIS DEVELOPMENT CONTAINS 3.69 ACRES OF OPEN AREA.
- ALL DRAINAGE DITCHES ARE TO BE CENTERED ON PROPERTY LINES UNLESS OTHERWISE SHOWN
- ALL UTILITIES SHALL BE UNDERGROUND
- IF ADVERSE CONDITIONS ARE UNCOVERED DURING CONSTRUCTION, THE CITY ENGINEER MAY REQUIRE MODIFICATION OF THESE PLANS TO THE EXTENT NECESSARY TO ASSURE COMPLIANCE WITH THE CITY'S CONSTRUCTION SPECIFICATIONS MANUAL
- ALL LOTS SHALL BE GRADED SO THAT RUN-OFF WILL BE DIRECTED TO THE STREET OR TO DRAINAGEWAYS IN A DEDICATED EASEMENT
- A FOUR FOOT CONCRETE SIDEWALK IS REQUIRED ALONG BOTH SIDES OF ALL STREETS WITHIN THE SUBDIVISION. ALL SUCH SIDEWALKS FRONTING COMMON AREAS MUST BE CONSTRUCTED WITH THE SUBDIVISION. SIDEWALKS ALONG ROYAL DRIVE MUST BE CONSTRUCTED WITH THE SUBDIVISION. INDIVIDUAL HOMEBUILDERS ARE REQUIRED TO CONSTRUCT REQUIRED SIDEWALKS ADJACENT TO THEIR SITE AS A CONDITION TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- SIDEWALK RAMPS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) SPECIFICATIONS WITH DETECTABLE WARNING PAVEMENT INLAYS
- DRIVEWAYS SHALL BE PLACED SUCH THAT THE DRIVEWAY IS NOT WITHIN THE RADIUS OF ANY INTERSECTION, DOES NOT CONFLICT WITH INTERSECTION SIGHT DISTANCE, DOES NOT CONFLICT WITH ANY UTILITY, AND DOES NOT CONFLICT WITH ANY ADA ACCESSIBILITY STRUCTURE.
- COMMON AREAS SHALL BE MAINTAINED BY THE OWNER OF RECORD AS LISTED IN THE MADISON COUNTY TAX ASSESSOR'S OFFICE.
- EACH RESIDENTIAL LOT SHALL HAVE NOT LESS THAN 300 SQUARE FEET OF YARD SPACE ADJACENT TO THE DWELLING AND SECLUDED AT SIX FEET ABOVE GROUND LEVEL FROM VIEW OF NEIGHBORING PROPERTIES OR ACCESS ROAD. SAID YARD SPACE SHALL BE EQUAL IN WIDTH TO THE DWELLING AND SHALL HAVE A MINIMUM DIMENSION OF NOT LESS THAN 12 FEET.
- NO LOT SHALL HAVE ACCESS TO ROYAL DRIVE.
- NO PRIVATE IMPROVEMENTS OR FENCES WILL BE ALLOWED WITHIN OPEN U&D EASEMENTS.
- 25' BUFFER STRIP ADJACENT TO ROYAL DRIVE IS RESERVED FOR SCREENING. THE PLACEMENT OF STRUCTURES HEREON IS PROHIBITED.
- FLOODPLAIN EASEMENT TO BE VACATED ONCE FINAL DETERMINATION ISSUED FOR FEMA CASE NUMBER 23-04-0738A.

FLOODPLAIN EASEMENT:

STATE OF ALABAMA  
COUNTY OF MADISON

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 OF ARLINGTON PARK AS RECORDED IN PLAT BOOK 23 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 277.44 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 01°14'38" WEST A DISTANCE OF 134.92 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 157.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 155.25 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 107.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 33.08 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 70.05', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF SOUTH 27°59'58" WEST, WITH A CHORD LENGTH OF 71.64', TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 152.88 FEET TO A POINT; THENCE SOUTH 25°02'40" WEST A DISTANCE OF 29.84 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 9.52 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 148.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 147.89 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.66', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF NORTH 36°52'40" WEST, WITH A CHORD LENGTH OF 71.64', TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 95.42 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 175.96 FEET TO A POINT; THENCE NORTH 10°54'48" WEST A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 105.79 FEET TO A POINT; THENCE NORTH 01°44'43" WEST A DISTANCE OF 73.43 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 93.58 FEET AND BACK TO THE POINT OF BEGINNING, SAID FLOODPLAIN EASEMENT CONTAINS 2.66 ACRES, MORE OR LESS.

FLOOD PLAIN:

I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONES AE, X, AND THE REGULATORY FLOODWAY AS SHOWN ON THE FEDERAL INSURANCE MAP (F.I.R.M.), COMMUNITY PANEL NUMBER 01089C0292E, DATED 10/02/2014.

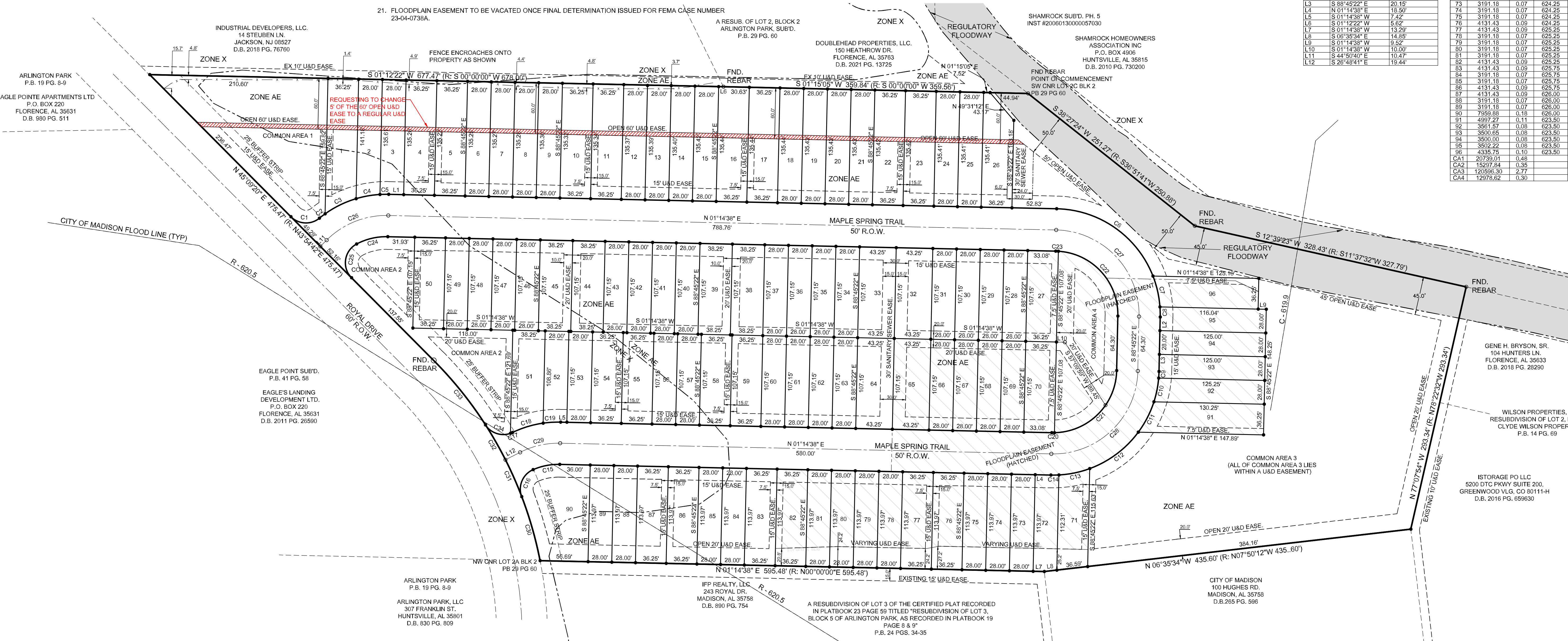
I HEREBY CERTIFY THAT PORTIONS OF THE PROPERTY AS SHOWN WERE REMOVED FROM FLOOD ZONE AE PER LOMR CASE NO. 98-04-1478A.

SURVEYOR OF RECORD DATE



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00	36.74	33.52	S 02°48'39" W	84°11'39"
C2	125.00	8.53	8.52	N 37°19'57" W	3°54'28"
C3	125.00	40.95	40.77	N 25°59'34" W	18°46'18"
C4	125.00	28.62	28.55	N 10°10'26" W	13°03'59"
C5	125.00	10.33	10.33	N 01°07'24" W	4°44'04"
C6	125.00	149.58	138.65	S 34°55'41" W	67°22'07"
C7	125.00	37.51	37.27	S 77°12'30" W	17°11'29"
C8	125.00	11.87	11.86	N 88°31'26" E	5°26'23"
C9	125.00	7.86	7.85	S 86°57'21" E	3°36'02"
C10	125.00	28.51	28.44	S 76°37'22" E	13°03'55"
C11	125.00	40.49	40.31	S 62°48'36" E	18°33'34"
C12	125.00	72.66	71.64	S 36°52'40" E	33°18'18"
C13	125.00	37.33	37.19	S 11°40'12" E	17°06'38"
C14	125.00	9.51	9.51	S 09°56'06" E	4°21'31"
C15	75.00	32.26	32.01	S 11°04'36" E	24°38'29"
C16	25.00	38.18	34.58	S 67°03'00" E	37°30'15"
C17	25.00	2.46	2.46	N 22°50'46" W	5°35'46"
C18	125.00	38.04	37.90	N 16°57'02" W	17°26'16"
C19	125.00	20.67	20.65	S 03°23'36" E	9°29'31"
C20	75.00	3.17	3.17	N 00°01'55" E	2°25'56"
C21	75.00	114.64	103.80	S 44°58'05" E	87°34'34"
C22	75.00	114.66	103.85	S 76°37'22" E	87°27'03"
C23	75.00	3.17	3.17	S 02°27'17" W	2°25'18"
C24	75.00	38.22	37.81	S 13°21'16" E	29°11'48"
C25	25.00	45.20	39.29	S 79°44'33" E	103°34'48"
C26	100.00	80.44	78.29	N 21°48'01" W	46°05'16"
C27	100.00	157.08	141.42	N 46°14'38" E	90°00'00"
C28	100.00	157.08	141.42	S 43°45'22" E	90°00'00"
C29	100.00	45.97	45.89	S 12°47'01" E	28°03'19"
C30	461.56	78.53	78.53	N 73°58'39" E	9°45'37"
C31	461.56	47.60	47.58	N 66°05'35" E	5°54'32"
C32	461.56	47.40	47.47	N 01°14'38" E	6°53'41"
C33	461.56	97.78	97.60	N 51°13'29" E	12°08'18"
C34	25.00	33.74	31.24	S 19°37'56" W	77°19'24"
C35	75.00	70.05	67.37	S 27°59'58" W	53°30'40"
C36	125.00	72.66	71.64	N 36°52'40" W	33°18'18"

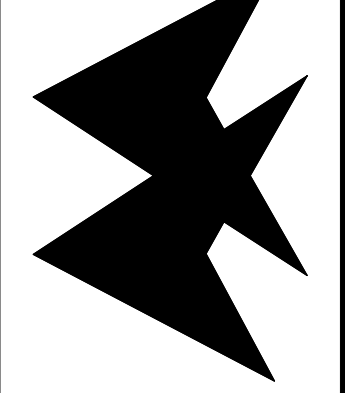
LINE	BEARING	DISTANCE
LT	S 01°14'38" W	17.58'
L1	N 88°45'22" W	16.19'
L2	S 88°45'22" E	20.15'
L3	N 01°14'38" E	16.50'
L4	S 01°14'38" W	7.42'
L5	S 01°12'22" W	5.62'
L6	S 01°14'38" W	13.29'
L7	S 09°39'34" E	14.85'
L8	S 01°14'38" W	9.52'
L9	S 01°14'38" W	10.00'
L10	S 44°55'40" E	10.47'
L11	S 28°48'41" E	19.44'
L12	S 28°48'41" E	19.44'



REVISIONS

711 E. HOBBS STREET ATHENS, AL 35611  
PHONE: (256) 687-4587  
WWW.MORELLENGINEERING.COM

**MORELL**  
ENGINEERING



FINAL PLAT  
of  
ACADIA  
AT ARLINGTON PARK

MORELL PROJECT NUMBER: 7-10-138  
SCALE: 1"=60'  
DATE: 10/18/2022  
CHECKED BY: WTM

CLIENT: DOUBLEHEAD PROPERTIES, LLC  
100 PINBROOK DRIVE  
FLORENCE, ALABAMA

SHEET NUMBER  
1

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 MADISON</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 open easement described below and does by these presents release, remise, quitclaim, and convey unto **Doublehead Properties, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described open easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA  
 COUNTY OF MADISON

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF ACADIA AT ARLINGTON PARK AS RECORDED IN PLAT BOOK 2023, PAGES 3-4 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ROYAL DRIVE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT-OF-WAY RUN SOUTH 45 DEGREES 09 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 79.24 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 01 DEGREE 13 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 969.98 FEET TO A POINT;

THENCE RUN SOUTH 38 DEGREES 27 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 8.26 FEET TO A POINT;

THENCE RUN NORTH 01 DEGREE 13 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 971.37 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY FOR ROYAL DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 45 DEGREES 09 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 7.21 FEET AND BACK TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 0.11 ACRES +/-.

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of May, 2023.

City of Madison, Alabama,  
 a municipal corporation

Attest:

*Quitclaim Deed  
 Acadia at Arlington, U&D VOE  
 Page 1 of 2*

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 May 2023.

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



**ORDINANCE NO. 2023-157**

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT  
LOCATED WITHIN THE BELLAWOODS SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Diltina Development Corporation, requesting the vacation of utility and drainage easement located within Tract 2 of Bellawoods, Phase 1 and further described as follows:

STATE OF ALABAMA )  
LIMESTONE COUNTY )

**PUDE EASEMENT TO BE VACATED**

PART OF A 15' PUBLIC UTILITY AND DRAINAGE EASEMENT ON TRACT 2 OF THE FINAL PLAT OF BELLAWOODS - PHASE 1 AS RECORDED IN PLAT BOOK K PAGE 214-216, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 2 OF THE SAID PLAT, LOCATED ON THE NORTH RIGHT OF-WAY OF HUNTSVILLE BROWNSFERRY ROAD, THENCE NORTH 01 DEGREE 12 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 89 DEGREES 59 MINUTES 57 SECONDS, HAVING A RADIUS OF 15.00 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 48 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 23.56 FEET TO A POINT; THENCE NORTH 01 DEGREE 11 MINUTES 42 SECONDS EAST, 5.71 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 05 DEGREES 09 MINUTES 40 SECONDS, HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF NORTH 01 DEGREES 23 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 16.21 FEET TO A POINT; THENCE NORTH 86 DEGREES 02 MINUTES 02 SECONDS EAST, 10.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 05 DEGREES 09 MINUTES 40 SECONDS, HAVING A RADIUS OF 190.00 FEET, HAVING A CHORD BEARING OF SOUTH 01 DEGREE 23 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 17.11 FEET TO A POINT; THENCE SOUTH 01 DEGREE 11 MINUTES 42 SECONDS WEST, 10.71 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 89 DEGREES 59 MINUTES 25 SECONDS, HAVING A RADIUS OF 10.00 FEET, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 48 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 14.14 FEET TO A POINT OF BEGINNING;

CONTAINING 0.01 ACRES (347 SQUARE FEET) MORE OR LESS.

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

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

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

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of May 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2023.

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

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

<b>STATE OF ALABAMA</b>	§	<b>QUITCLAIM DEED</b>
	§	<b><u>(VACATION OF EASEMENT)</u></b>
<b>COUNTY OF MADISON</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 and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Diltina Development Corporation**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA )  
LIMESTONE COUNTY )

PUDE EASEMENT TO BE VACATED

PART OF A 15' PUBLIC UTILITY AND DRAINAGE EASEMENT ON TRACT 2 OF THE FINAL PLAT OF BELLAWOODS - PHASE 1 AS RECORDED IN PLAT BOOK K PAGE 214-216, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 2 OF THE SAID PLAT, LOCATED ON THE NORTH RIGHT OF-WAY OF HUNTSVILLE BROWNSFERRY ROAD, THENCE NORTH 01 DEGREE 12 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 89 DEGREES 59 MINUTES 57 SECONDS, HAVING A RADIUS OF 15.00 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 48 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 23.56 FEET TO A POINT; THENCE NORTH 01 DEGREE 11 MINUTES 42 SECONDS EAST, 5.71 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 05 DEGREES 09 MINUTES 40 SECONDS, HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF NORTH 01 DEGREES 23 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 16.21 FEET TO A POINT; THENCE NORTH 86 DEGREES 02 MINUTES 02 SECONDS EAST, 10.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 05 DEGREES 09 MINUTES 40 SECONDS, HAVING A RADIUS OF 190.00 FEET, HAVING A CHORD BEARING OF SOUTH 01 DEGREE 23 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 17.11 FEET TO A POINT; THENCE SOUTH 01 DEGREE 11 MINUTES 42 SECONDS WEST, 10.71 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 89 DEGREES 59 MINUTES 25 SECONDS, HAVING A RADIUS OF 10.00 FEET, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 48 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 14.14 FEET TO A POINT OF BEGINNING;

CONTAINING 0.01 ACRES (347 SQUARE FEET) MORE OR LESS.

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of May, 2023.

City of Madison, Alabama,  
a municipal corporation

Attest:

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

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

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

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

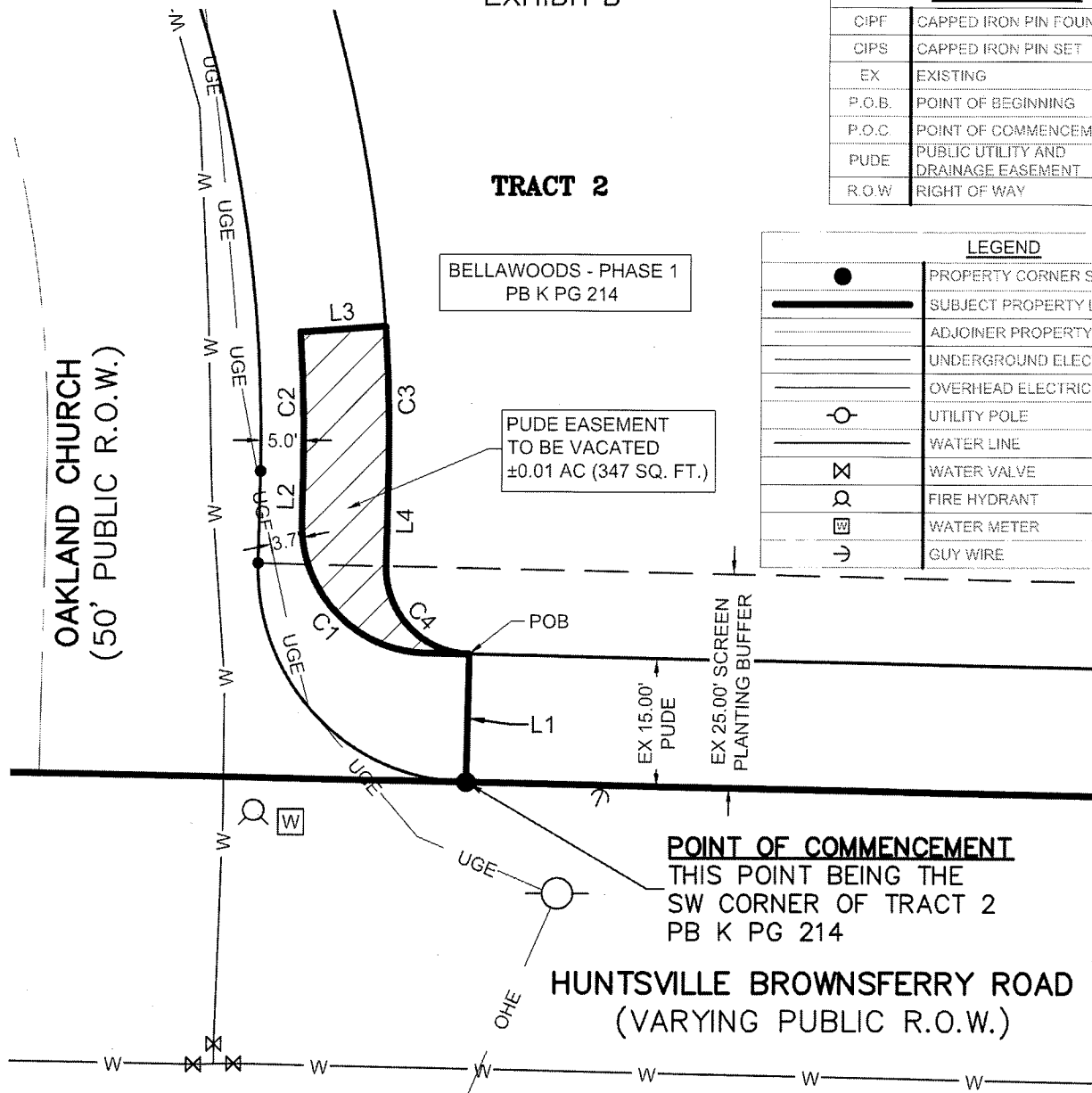
Given under my hand this the \_\_\_\_ day of May 2023.

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

EXHIBIT B

ABBREVIATIONS	
CIPF	CAPPED IRON PIN FOUND
CIPS	CAPPED IRON PIN SET
EX	EXISTING
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PUDE	PUBLIC UTILITY AND DRAINAGE EASEMENT
R.O.W.	RIGHT OF WAY

TRACT 2



LEGEND	
●	PROPERTY CORNER SET (PLS 35345)
—	SUBJECT PROPERTY LINE
---	ADJOINER PROPERTY LINE
---	UNDERGROUND ELECTRIC LINE
---	OVERHEAD ELECTRIC LINE
○	UTILITY POLE
—	WATER LINE
⊗	WATER VALVE
⊙	FIRE HYDRANT
⊞	WATER METER
→	GUY WIRE

BELLAWOODS - PHASE 1  
PB K PG 214

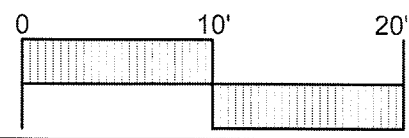
PUDE EASEMENT  
TO BE VACATED  
±0.01 AC (347 SQ. FT.)

**POINT OF COMMENCEMENT**  
THIS POINT BEING THE  
SW CORNER OF TRACT 2  
PB K PG 214

HUNTSVILLE BROWNSFERRY ROAD  
(VARYING PUBLIC R.O.W.)

LINE TABLE		
NUMBER	LENGTH	DIRECTION
L1	15.00'	N 1°12'18" E
L2	5.71'	N 1°11'42" E
L3	10.00'	N 86°02'02" E
L4	10.71'	S 1°11'42" W

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	23.56'	15.00'	89°59'57"	21.21'	N 43°48'19" W
C2	16.21'	180.00'	5°09'40"	16.21'	N 1°23'08" W
C3	17.12'	190.00'	5°09'40"	17.11'	S 1°23'08" E
C4	15.71'	10.00'	89°59'25"	14.14'	S 43°48'00" E



DRAWN BY: ANB/JCB  
 FIELD CREW: ZJ  
 FIELD DATE: 02/24/23  
 OFFICE DATE: 03/15/23  
 CHECKED BY: ASM  
 SHEET: 2 OF 2  
 JOB NO: S19-006

EASEMENT VACATION EXHIBIT  
**BELLAWOODS PHASE 1**  
**TRACT 2**  
 CITY OF MADISON, LIMESTONE COUNTY, ALABAMA  
 SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST

**RESOLUTION NO. 2023-166-R****A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
WITH RENEGADE FENCING**

**WHEREAS**, the City initiated a competitive bid for the construction and installation of a fence to be build at the Kids Kingdom in Dublin Park; and

**WHEREAS**, on April 27, 2023, despite being properly advertised and noticed to the public, no bids were submitted to the City for the Project; and

**WHEREAS**, the Alabama Code Section 39-2-6(b) provides “if no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may advertise for and seek other competitive bids, or the awarding authority may direct that the work shall be done by force account under its direction and control or, with the exception of the Department of Transportation, *the awarding authority may negotiate for the work through the receipt of informal bids not subject to the requirements of this section;*” and

**WHEREAS**, the City opted to negotiate for the completion of the Project by informal bid not subject to the requirements of the Alabama Public Works’ Competitive Bid Act;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an Agreement with Renegade Fencing, for the construction and installation of a fence for the Kids Kingdom in Dublin Park, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Contract Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8<sup>th</sup> day of May 2023.

---

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

ATTEST:

---

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

APPROVED this \_\_\_ day of May, 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

**AGREEMENT FOR GENERAL CONTRACTING SERVICES**

**THIS AGREEMENT** is made and entered into and between **Renegade Fencing** hereinafter “Contractor,” and the City of Madison, Alabama, a Municipal Corporation, hereinafter “City” or “Owner.”

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

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree that Contractor will install and construct fencing for the Kids Kingdom playground located within the Dublin Park (hereinafter the "Project").

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

**ARTICLE I. GENERALLY**

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

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

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

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

**D. Integration; Contract Terms and Construction.**

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



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

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

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

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

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

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

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

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

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

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

## **ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.**

**A. Contract Price.** The City will pay and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth in this Agreement, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **eighty thousand dollars (\$80,000)**.

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

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

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

Once fifty percent (50%) of a Project has been satisfactorily completed, no further retainage will be withheld. Retainage shall be held until final completion and acceptance of all Work covered by the Contract unless escrow or deposit arrangements are agreed to by the City.

At the conclusion of the Project and upon Contractor's completion of the Project, Contractor shall present a verified application for payment. On completion and acceptance of each separately identifiable portion of the

Project for which a separate price has been stated in the Contract or which can be separately ascertained, payment may be made in full including retainage but less deductions.

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

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

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

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

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

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

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

Upon such notice, or upon observation of such conditions, the City Representative will promptly make such changes in the plans and/or specifications as he finds necessary (if any are necessary) to conform to the different

conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders as set forth in this Agreement.

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

1. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.
4. Changes provided for in the original Contract as alternates.
5. Changes of items not contemplated or foreseen when the plans and specifications were prepared and the Project was advertised, which are in the public interest, and which generally do not exceed ten percent (10%) of the Contract Price.

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

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

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

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

**F. Construction Schedule and Periodic Estimates.** After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

### **ARTICLE III. TIME**

**A. Notice to Proceed.** The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within forty-five (45) days.

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

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

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

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

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

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

**D. Right of the City to Terminate Contract.** Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

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

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

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

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

**E. Time of the Essence; Liquidated Damages.** The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, time is of the essence. The Project contracted hereunder shall be fully completed within forty-five (45) days following the execution of the Notice to Proceed. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended, it is understood and agreed that there may be deducted by the City from the partial and/or final payments to the Contractor, or otherwise charged to the Contractor, a sum computed at the rate of Five Hundred Dollars (\$500.00) per week beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

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

**ARTICLE IV. WORK AND MATERIALS**

**A. Cooperation of Contractor.** Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project

and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

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

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

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

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

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

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

**G. Asbestos and Hazardous Materials.** Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.



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

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

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

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

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

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

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

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

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

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

**I. Protection of Existing Utilities.** Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain

all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall so notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service. The cost for locating, uncovering, and protecting underground and/or overhead utilities is included within the Contracted price for the Project.

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

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

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

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

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

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

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

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

**L. Traffic Control.** Contractor shall be responsible for any necessary traffic control, including a plan and all necessary devices, required to work in, upon, or in proximity to public right-of-way or vehicular traffic. The

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

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

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

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

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

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

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

Contractor will replace, at his own expense, all other portions of the playground and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

**O. Trailers.** With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before

the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

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

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

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

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

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

**R. Erosion Control.** As required by the City of Madison Engineering Department, Contractor shall provide and maintain temporary soil erosion and sediment controls necessary for the management of construction stormwater discharge quality. These controls shall be in accordance with the most recent version of Section 665, "Temporary Soil Erosion and Sediment Control," of the Alabama Department of Transportation's *Standard Specifications for Highway Construction*, and shall be designed to protect the Project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction.

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

for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

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

## **ARTICLE V. INSURANCE, LIABILITY**

### **A. Contractor's Insurance.**

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

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

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

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activities in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been

obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.

5. City’s Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.
9. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

**B. Insurance.**

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

<b>Automobile Liability</b>	\$1,000,000 <i>each accident, combined single limit</i>
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1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

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

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

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must be follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.
4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.
6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.

- a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
- b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
- c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
- d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
- e. There shall be a statement that full aggregate limits apply per job or contract.
- f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
- g. Insurance shall contain no XCU exclusions or special endorsements.
- h. Full aggregate limits must apply per job or contract.

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

**D. Indemnity.** To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

**E. Errors and Omissions.** Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from



or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

**F. Exclusion of Contractor Claims.** In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

**G. Inadequate Surety/Insurance.** It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

**H. Changes.** When changes in the scope of work by written order or Change Orders cumulatively equal ten percent (10%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

## **ARTICLE VI. OBSERVATION OF THE PROJECT**

**A. Authority and Duties of City Representative.** The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

**B. Defective Work/Correction.** Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge

therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

**C. Contractor's Obligation Continues.** The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment.**

**D. Disagreement.** Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

**E. Stop Work Orders.** During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

**F. Progress Meetings.** Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

## **ARTICLE VII. PROJECT COMPLETION**

**A. Substantial Completion.** "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

**B. Final Inspection.** Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

**C. "As-Built" Drawings.** Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

**D. Final Cleanup.** Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

**E. Notice of Completion.** Contractor shall, immediately after the completion of any portion of the Project and acceptance by the Owner as provided for in this Agreement, give notice as required by and in accordance with *Ala. Code* §39-1-1(f). Proof of publication of said notice shall be made by the Contractor to the City of Madison by affidavit of the Publisher and a printed copy of the notice published.

**F. Final Payment.** Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D. for the purposes of establishing the following:

1. Evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the Contract and with the consent of the surety for release of final payment. If any subcontractor refuses to furnish such a release, Contractor may, with the consent of the City representative, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion, including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. In accordance with Ala. Code §39-2-12(c), a Non-Resident Contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

**G. Acceptance of Final Payment Constitutes Release.** The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement.

## ARTICLE VIII. WARRANTY AND GUARANTEES

### A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

- 2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

**B. Correction of Defective Work During Warranty/Guarantee Period.** Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied.**

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City’s employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

**ARTICLE IX. LAWS, PERMITS**

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its

officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

## **ARTICLE X. MISCELLANEOUS**

### **A. Notice and Service Thereof.**

1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.
3. **All notices to the City shall be addressed as follows:**  
Parks and Recreation Director  
City of Madison Parks and Recreation Department  
8324 Madison Pike  
Madison, Alabama 35758

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

**All notices to Contractor shall be addressed as follows:**  
Renegade Fencing  
381 County Road 353  
Florence, Alabama 35634

### **B. Capacity.** Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.

3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
  - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
  - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

**C. No Waiver of Rights.** Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or

acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

**D. Subletting or Assigning of Contract.** Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment.

**E. Third Party Beneficiaries.** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

**F. Force Majeure.** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

**G. Liability of the City or City Officials.** Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

**H. Non-Discrimination.** Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement. Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

**I. Fines and Penalties.** The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor's operations.

**J. Agreement Date, Counterparts.** This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.



**IN TESTIMONY WHEREOF**, the parties hereto have caused to be affixed the signatures of their duly authorized representatives on the dates set forth below.

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

**ATTEST:**

By: \_\_\_\_\_  
Paul Finley, Mayor

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

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

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

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

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

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

**Contractor  
Renegade Fencing**

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

Its: \_\_\_\_\_

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

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

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, is signed to the foregoing instrument, and who is known to me, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

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

**Renegade Fencing**  
381 Co Rd 353  
Florence, AL 35634 US  
matt@renegadefencing.com  
www.renegadefencing.com



# Estimate

**ADDRESS**  
MADISON CITY

**SHIP TO**  
DUBLIN PARK  
KIDS KINGDOM  
MADISON, AL

**ESTIMATE #** 2172  
**DATE** 01/18/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/18/2023	Services	INSTALL 5' AMERISTAR MONTAGE PLUS BLK W/ CIRCLE	1	66,525.50	66,525.50
01/18/2023	Services	INSTALL ADA GATES	3	2,750.50	8,251.50

IF OWNER WANTS TO VE ANYTHING

**TOTAL**

**\$74,777.00**

FORTRESS BRAND IS SAME SPECS AS AMERISTAR  
DEDUCT \$3500

THE CIRCLE INSERTS IN FENCE DEDUCT \$2500

Accepted By

Accepted Date

**RESOLUTION NO. 2023-167-R**

**A RESOLUTION AUTHORIZING FIREWORKS DISPLAY AGREEMENT  
WITH PYRO SHOWS, INC., FOR FOURTH OF JULY SHOW**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an Agreement with Pyro Shows, Inc., for professional services to plan and execute a Fourth of July fireworks show, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8<sup>th</sup> day of May 2023.

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

ATTEST:

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

APPROVED this \_\_\_ day of May, 2023.

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

**PYRO SHOWS OF ALABAMA, INC.**  
**Contract Agreement**

This Agreement made on by and between PYRO SHOWS OF ALABAMA, INC., a Alabama Corporation, whose address is 3325 Poplar Lane, Adamsville, AL 35005, and hereinafter referred to as "PYRO SHOWS" and Madison, AL, City of with its principal place of business located at 8324 Old Madison Pike Madison, AL 35758 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 2023 AL 7-03-Custom-14999-000067 dated . The Show will be given on **July 3, 2023**. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

**PYRO SHOWS OF ALABAMA, INC.**

**Contract Agreement**

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Madison,AL, City of shall pay PYRO SHOWS \$ 14,999.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 14,999.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 7,499.50) upon return of signed contract by N/A 0, 0. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

**TAXES:** Customer shall be responsible for all applicable sales taxes.

**PYRO SHOWS OF ALABAMA, INC.  
Contract Agreement**

**IMPORTANT:** Checks must be made payable to **PYRO SHOWS OF ALABAMA, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**PYRO SHOWS OF ALABAMA, INC.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

**CUSTOMER**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature Printed Name Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



# CERTIFICATE OF LIABILITY INSURANCE

Item B.

DATE (MM/DD/YYYY)

4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 216-658-7100	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Everest Indemnity Insurance Co.		10851
<b>INSURER B :</b> Everest Denali Insurance Company		
<b>INSURER C :</b> Arch Speciality Ins Co		21199
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Pyro Shows of Alabama, Inc.  
 PO Box 1776  
 115 North 1st Street  
 La Follette TN 37766

**COVERAGES**

CERTIFICATE NUMBER: 1243088677

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML01929-221	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00004-221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UXP1034375-03	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liability #2			SI8EX01662-221	11/1/2022	11/1/2023	Each Occ/ Aggregate	5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Fireworks Display: Monday, July 3, 2022 (Independence Celebration) at Dublin Park  
 Additional Insured: The City of Madison, AL, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; State of Alabama.  
 Group Code: 35811

**CERTIFICATE HOLDER****CANCELLATION**

City of Madison  
 8324 Old Madison Pike  
 Madison AL 35758

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Madison,AL, City of  
Madison IDC 2023  
Monday, July 3, 2023**

**\$14,999.00**

**MAIN BODY**

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shell	160	160
4"	Aerial Shell	120	120
5"	Aerial Shell	60	60
<b>MAIN BODY DEVICE TOTAL</b>			<b>340</b>

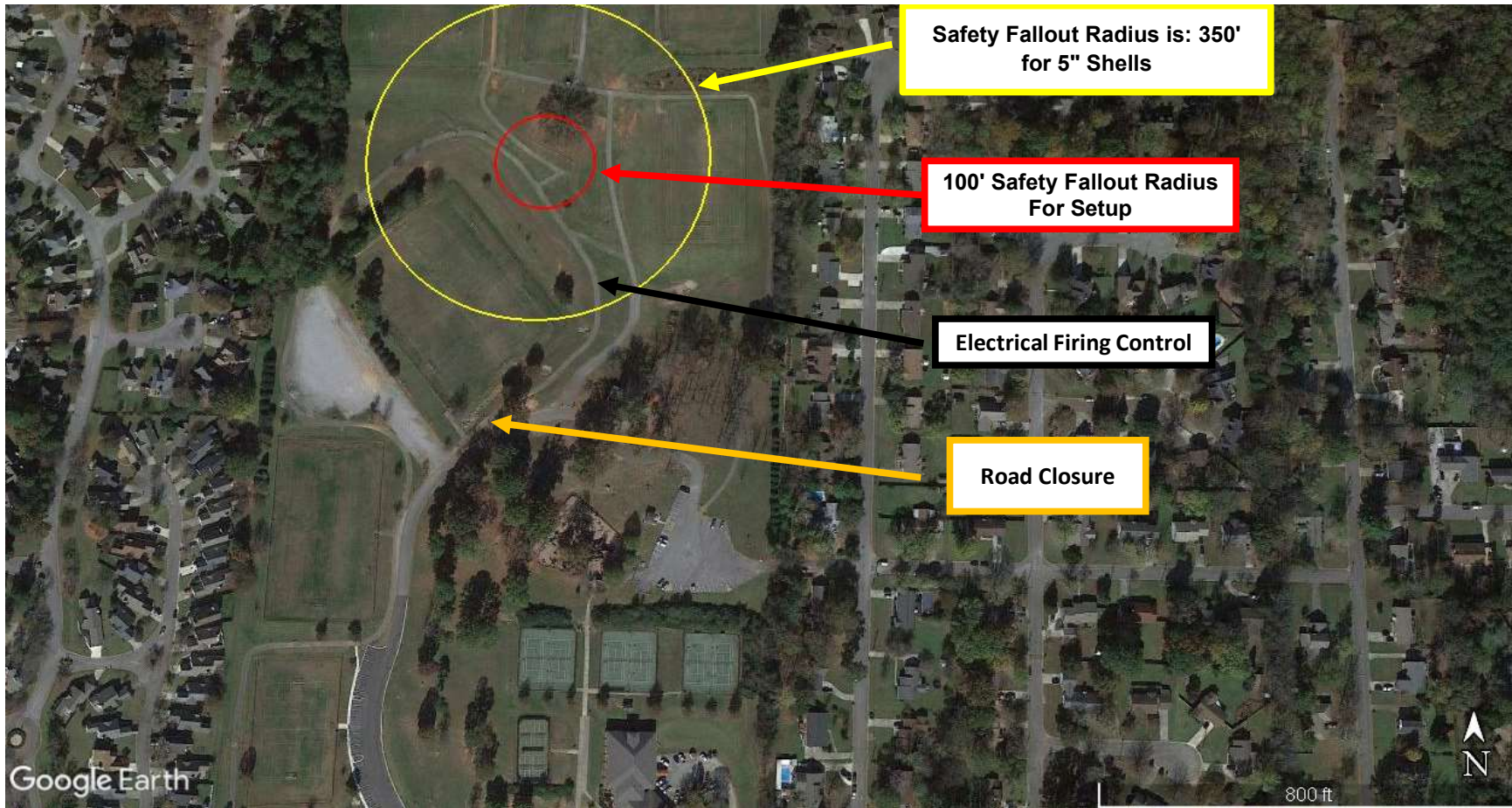
**FINALE**

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	150	150
4"	Aerial Shells	75	75
5"	Aerial Shells	30	30
<b>TOTAL FINALE DEVICES</b>			<b>255</b>

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<b>TOTAL DEVICE COUNT - MAIN BODY AND FINALE</b>	<b>595</b>
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**Customer:** Madison,AL, City of  
**Show Date:** Monday, July 3, 2023  
**Show Address:** 8324 Old Madison Pike - Madison, AL 35758  
**Show Site Lat / Long:** 0,0  
**Show Time:** 9:00 PM  
**Rain Date:** -

**Show Name:** Madison IDC 2023  
**Maximum Device Size:** 5  
**Safety Fallout Radius:** 350'  
**Storage Required:** No  
**Diagram Created:** 04/28/23  
**Diagram Created By:** LB