



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

AGENDA NO.2024-03-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Lewis Martin with Madison Church of the Nazarene

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-02-RG, dated January 22, 2024

B. Minutes No. 2024-01-RG, dated January 24, 2024

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular & Periodic Bills to be paid

B. Authorization of payment to TTL, Inc. in the amount of \$2,000.00 for Professional Services on Project No. 23-023 | Flood Fill way Removal (PO No. 2023-00001320) (to be paid from Engineering Department budget)

- C. **Resolution No. 2024-035-R:** Authorizing a renewal agreement (Quote No. 26187397) with ESRI, Inc for software maintenance services in the amount of \$9,955.00 (to be paid from Engineering Department budget)
- D. **Resolution No. 2024-037-R:** Providing for the disposition of personal property of negligible value (2001 Ford E 350 Ambulance), formerly used by the Police Department, via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances
- E. **Resolution No. 2024-038-R:** Authorizing the renewal of a license agreement with Baron Services, Inc. for use of weather data software in the amount of \$918 per year (to be paid from Fire Department budget)
- F. **Resolution No. 2024-041-R:** Accepting a settlement from Alabama Municipal Insurance Corporation in the amount of \$15,304.00 (minus \$1,000 deductible) on Claim No. 061335JB for damage to traffic signal pole and control box which occurred on July 16, 2023
- G. **Resolution No. 2024-044-R:** Providing for the disposal of personal property of negligible value (2 lots of 50 telephones and 49 laptop computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- H. Authorization for the Police Department to solicit bids for the purchase of rifles and to utilize a trade-in program for current department owned rifles.
- I. Authorization for the Facilities and Grounds Department to solicit bids for janitorial services for city facilities which will include the Madison Public Library, the Wellness Center, and the new Community Center.
- J. Acceptance of annual appropriation from Madison County, in the amount of \$11,000, for Fire/EMS responses into unincorporated areas of Madison during Auto-Aid and Mutual Aid responses (to be deposited into Fire Department Donation account)
- K. Acceptance of donation from L. Tucker in the amount of \$30 (to be deposited into Senior Center Donations account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Proposed Ordinance No. 2024-049:** Declaring real property located on 4182 Sullivan Street surplus and authorizing dispositive actions for the sale of the property (First Reading)

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution No. 2024-039-R:** Authorizing archiving of the January 24, 2024 City Council Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Re-Appointment of Gene Graham Place 6 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2027
- B. Appointment of Dina Young to Place 9 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2027
- C. Appointment of Kerry Schlenker Place 7 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2027
- D. Appointment of Dr. Adrain Christopher to Place 5 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2027

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

LEGAL

- A. **Resolution No. 2024-031-R:** Authorizing renewal of solid waste collection and disposal agreement with Madison County

ENGINEERING

- A. **Proposed Ordinance No. 2024-015:** Amendment to the City's Flood Ordinance (First Reading)
- B. **Resolution No 2024-040-R:** Authorization of an Amendment to a Professional Services Agreement with Goodwyn Mills Cawood, LLC regarding Project No 22-036 (Burgreen and Huntsville Brownsferry Roundabout) for four (4) Legal Exhibits and Descriptions in an amount not to exceed \$3,600 (to be paid from Engineering Department budget)
- C. **Resolution No 2024-043-R:** Authorization of an Amendment to a Professional Services Agreement with OHM Advisors regarding Project No 23-011 (Balch & Gooch Roundabout) for supplemental ROW services in an amount not to exceed \$4,500.00 (to be paid from the Engineering Department Budget)
- D. **Resolution No 2024-045-R:** Authorizing a Professional Services Agreement with Nivens & Associates Appraisals, Inc. in an amount not to exceed \$6,600.00 for appraisal reports on four (4) properties involved in the Huntsville Browns Ferry Road and Burgreen Road Intersection Improvement on Project No 22-036 (to be paid from Engineering Department budget)

PLANNING

- A. **Resolution No. 2024-036-R:** Award of Bid No. 2024-001-ITB, Wayfinding Project Phase 1, to Trav-Ad Signs, Inc., in the amount of \$292,123.37 (to be paid from Fund 38-010-000-2941-05)

POLICE

- A. **Resolution No. 2024-047-R:** Authorizing MOU with North Alabama Drug Enforcement Task Force
- B. **Resolution No. 2024-048-R:** Authorize MOU with Madison County for Joint Traffic Operations

RECREATION

- A. **Resolution No. 2024-046-R**: Authorizing a MOU with the Madison Board of Education for buses during Easter Event

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-02-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
January 22, 2024**

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

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

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	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 Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Director of Development Services Mary Beth Broeren, Director of Facilities and Grounds Gerald Smith

Public Attendance registered: Margi Daly, Shawn Neil

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-01-RG DATED January 08, 2024

Council Member Seifert moved to approve Minutes No. 2024-01-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION BY MAYOR TO MICHELLE LINVILLE OF BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY DESIGNATING THE MONTH OF JANUARY AS NATIONAL MENTORING MONTH IN THE CITY OF MADISON, ALABAMA

Mayor Finley read aloud a few honorable items reminding others of the impact being a mentor can have in a child's life. Mayor Finley presented it to Michelle Linville of Tennessee Valley Big Brother Big Sisters.

Ms. Linville thanked Mayor Finley for the city's support towards Tennessee Valley Big Brother Big Sisters.

PRESENTATION OF PROCLAMATION BY MAYOR TO THE JUNIOR LEAGUE OF HUNTSVILLE DESIGNATING THE MONTH OF JANUARY AS HUMAN TRAFFICKING AWARENESS MONTH IN THE CITY OF MADISON, ALABAMA

Mayor Finley read aloud a proclamation declaring January 2024 as "Human Trafficking Awareness Month" and presented it to the Junior League of Huntsville.

A thank you on behalf of the Junior League of Huntsville was given.

PUBLIC COMMENTS

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

MARGI DALY (DISTRICT 6)

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

- Mayor and Council handbook related to public record request
- Freedom of information concern

- Tyler Technology software
- Objection to Palmer Park fence installation

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$767,727.76
Special General Operating Accounts	\$171.27
1/2 Cent Capital Replacement	\$91,925.29
Gasoline Tax & Petroleum Inspection fees	\$8,053.44
TVA Tax	\$5,593.36
Library Building Fund	\$7,453.65
Venue Maintenance	\$77,266.30

Regular and periodic bills to be paid

Resolution No. 2024-017-R: Declaring a defective Stalker Patrol 1 Antenna Radar Package formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property

Resolution No. 2024-018-R: Authorizing acceptance of a quotation from Computational Hydraulics International for software subscription services in the amount of \$2,400 (to be paid from Engineering Department Budget)

Resolution No. 2024-019-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 060905 in the amount of \$5,586.67, minus \$500.00 deductible, for damage which occurred to Police Vehicle (Unit 66)

Resolution No. 2024-020-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 061054 in the amount of \$1,887.40 for damage which occurred to Police Vehicle (VIN No. 7747)

Resolution No. 2023-032-R: Acceptance of pro rata share of deductible that was recovered for claim #056436 from Alabama Municipal Insurance Corporation. Claim which occurred on October 7, 2021. The pro rata deductible amount recovered is \$213.45 (to be deposited into General Operating Account)

Resolution No. 2023-033-R: Acceptance of pro rata deductible share recovered, in the amount of \$314.00, from Alabama Municipal Insurance Corporation for Claim No. 059907 for incident which occurred on May 7, 2023 (to be deposited into General Operating account)

Authorization of payment to CDG in the amount of \$8,375.00 for Professional Services through December 15, 2023, performed on Project Number 23-008 | County Line Road and Royal Drive Extension (to be paid from Fund 38)

Authorization of payment (Draw #6) to Enfinger Development, Inc. in the amount of \$35,717.40 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)

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

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

- Provided updates on the Civic Awareness Academy-applications will go live next week on the city's website
- Reminded everyone that Wednesday night is a work session at 5:30
- Snow/ice event

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked the community for staying home during the snow/ice event
- Madison Arts Alliance searching for volunteers for their board

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Thanked First Responders, Madison Police Dept, Fire & Rescue, Public Works, Facilities and Grounds, Madison Utilities and all of Madison City for the effort to keep everyone safe during the snow/ice event
- Attended Apple's 3rd birthday at Madison Hospital
- Encouraged people of varied backgrounds to apply for city committees, boards and commissions.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

No business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Public Works and district 5 roads during snow/ice event
- Announced quick edition to work session Wednesday night-AECOM giving update on the interchange
- Thanked Council Member Spears for taking on the liaison position with the Madison Chamber of Commerce
- Shout out to Council Member Denzine for agreeing to be the liaison for the MVP

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanked the City of Madison employees for the outreach in the community during snow/ice event
- Thanked the community for helping each other during the snow/ice event

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Thanked everyone for the outreach during the snow/ice event

BOARD/COMMITTEE APPOINTMENTS**APPOINTMENT OF MR. DAMIAN BIANCA TO ZONING BOARD OF ADJUSTMENT & APPEALS, PLACE NO. 3 FOR JANUARY 23, 2024 – DECEMBER 31, 2026 TERM**

Council Member Powell nominated Damian Bianca for appointment to zoning board of adjustment & appeals. There being no further nominations, Mr. Bianca was appointed by acclamation.

APPOINTMENT OF MR. DAVID KESSLER TO ZONING BOARD OF ADJUSTMENT & APPEALS, SUPERNUMERARY 1 POSITION FOR JANUARY 23, 2024 – DECEMBER 31, 2026 TERM

Council Member Powell nominated David Kissler for appointment to zoning board of adjustment & appeals. There being no further nominations, Mr. Kessler was appointed by acclamation.

REAPPOINTMENT OF MR. MICHAEL HARBOUR TO ZONING BOARD OF ADJUSTMENT & APPEALS, PLACE NO. 2 FOR JANUARY 23, 2024 - DECEMBER 31, 2026 TERM

Council Member Powell nominated Michael Harbour for reappointment to zoning board of adjustment & appeals. There being no further nominations, Mr. Harbour 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.

None

DEPARTMENTAL REPORTS

COURT

RESOLUTION NO. 2024-034-R: AUTHORIZING THE DISPOSAL OF CERTAIN MUNICIPAL COURT DEPARTMENT RECORDS IN ACCORDANCE WITH THE ALABAMA UNIFIED JUDICIAL RECORD RETENTION SCHEDULE

Council Member Shaw moved to approve Resolution No. 2024-034-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

RESOLUTION NO. 2024-021-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH J. W. KENNEDY AND ASSOCIATES, P.C. IN AN AMOUNT NOT TO EXCEED \$2,400.00 FOR TWO DEEDS AND LEGAL DESCRIPTIONS ON PROJECT NO. 22-035 | HIGHLAND DITCH REHAB (TO BE FUNDED BY ENGINEERING DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2024-021-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 Ranae Bartlett	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Absent at time of vote

Motion carried.

RESOLUTION NO. 2024-022-R: APPROVING A MEMORANDUM OF AGREEMENT WITH THE MADISON COUNTY FOR ROADWAY STRIPING (TO BE PAID FROM DEPARTMENTAL BUDGET)

Council Member Spears moved to approve Resolution No. 2024-022-R. Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-025-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. IN AN AMOUNT NOT TO EXCEED \$1,800.00 FOR A RIGHT-OF-WAY SURVEY ALONG HUGHES ROAD AT THE VILLAS AT MADISON CONDOMINIUM ON PROJECT NO 24-010 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-025-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Council Member John Seifert

Absent at time of vote

Motion carried.

RESOLUTION NO. 2024-026-R: AUTHORIZING AN AGREEMENT WITH OMI, INC. TO OBTAIN INCLINOMETER READINGS FOR THE HUGHES ROAD RAILROAD OVERPASS IN THE AMOUNT OF \$2,983.00 (TO BE PAID FROM DEPARTMENTAL BUDGET)

Council Member Spears moved to approve Resolution No. 2024-026-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2024-029-R: AUTHORIZING A 12-MONTH LEASE FOR DWELLING LOCATED AT 28720 BROWNS FERRY ROAD

Council Member Powell moved to approve Resolution No. 2024-029-R. Mayor Finley asked Director of Facilities and Grounds Gerald Smith to elaborate on the resolution being requested. Director of Facilities and Grounds Gerald Smith explained that the property was donated to the city in December. Originally, a one-month lease was signed, however; the city doesn't currently have plans for the property and believe it's best to keep someone in the house instead of leaving it vacant until a plan is decided for the property. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE AND RESCUE

RESOLUTION NO. 2024-024-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VICKERS CONSULTING SERVICES FOR GRANT WRITING SERVICES IN THE AMOUNT OF \$1,200 (TO BE PAID FROM FIRE DEPARTMENT BUDGET).

Council Member Wroblewski moved to approve Resolution No. 2024-024-R. Council Member Denzine seconded. Council Member Seifert asked Fire Chief Bailey about the past success rate with the consulting service. Fire Chief Bailey clarified that this past year the consultant service helped the department get the grant for \$494,000. Fire Chief Bailey explained that everything was very successful last year. The vote was taken and recorded as follows:

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

Motion carried.

INFORMATION TECHNOLOGY

RESOLUTION NO. 2024-027-R: AUTHORIZING THE MAYOR TO ACCEPT A QUOTATION FROM TYLER TECHNOLOGIES, INC. FOR NEW WORLD SYSTEMS SOFTWARE AND MAINTENANCE SUPPORT SERVICES IN THE AMOUNT OF \$69,859.03 (TO BE PAID FROM INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-027-R. Council Member Shaw seconded. Council Member Denzine asked for confirmation on why the specific firm was selected. Director Information Technology Chris White stated that the firm was selected thirteen years ago and that the firm seemed to be the best fit for the city's needs. Mayor Finley shared that the software is the core for the city's system and accounting. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2024-011: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT N-3 OF THE FINAL PLAT OF TOWN MADISON SUBDIVISION - PHASE 13 (FIRST READING ON JANUARY 8, 2024)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-011.
Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2024-030-R: AUTHORIZING RENEWAL OF THIRD-PARTY BILLING AGREEMENT WITH HUNTSVILLE UTILITIES

Council Member Wroblewski moved to approve Resolution No. 2024-030. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2024-028-R: DECLARING AN EMERGENCY NEED FOR REPAIRS TO THE WESTCO FIELD FENCE AND AUTHORIZING A CONTRACT WITHOUT BID FOR SUCH REPAIRS (AN AMOUNT NOT TO EXCEED \$300,000 TO BE PAID FROM PARKS AND RECREATION BUDGET).

Council Member Powell moved to approve Resolution No. 2024-028. Council Member Spears seconded. Mayor Finley asked about the revenue and Director of Parks and Recreation shared that there are tournaments from the month of February all the way up to Thanksgiving. Council Member Denzine asked about the discrepancy in the amounts presented. Director of Parks and Recreation Kory Alfred clarified that it depends on the amount the adjuster seems fit. Council Member Denzine asked for clarification on where the money was coming from. The Director of Parks and Recreation Kory Alfred clarified that it depends on the insurance company and additional funds may need to be taken from the mid-year budget. Mayor Finley stated that to receive the actual numbers the repair contract needed to start moving forward. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Connie Spears	Aye

Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council 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 6:45 p.m.

Minutes No. 2024-02-RG, dated January 22nd, 2024, read, approved, and adopted this 12th day of February 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary



**MINUTES NO. 2024-01-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
January 24, 2024**

The Madison City Council met for a public work session on Wednesday, January 24, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:34 p.m. by Council President Ranae Bartlett.

The following Council Members were in attendance:

Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Arrived at 6:26 pm
Council District No. 4 Greg Shaw	Absent
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Absent
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Attorney Brian Kilgore, Fire Chief David Bailey, Police Chief Johnny Gandy, Director of Development Services Mary Beth Broeren, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Facilities Director Gerlad Smith, Economic Development and External Affairs Officer Traci Gillespie, City Engineer Michael Johnson and Parks & Recreation Director Kory Alfred

CIP FUND 38 PROJECT UPDATES

Eddie Lobdell, PE Associate Vice President of AECOM presented a slide show presentation of the City of Madison Interchange on I-565

Phase 2 of the Interchange to access the Town Madison development on I-565

- Let to construction – August 17, 2022
- Successful contractor – McInnis Construction LLC/Miller & Miller Inc. JV
- Contract amount - \$37,299,751
- Duration – 724 calendar days
- NTP – January 12, 2023
- Anticipated completion – January 2025 – Project is running on time
- Liquidated damages (3k/day)
- Approximately 50% complete (time – 12 months and 18.7M amount paid to date)
 - Several photos were shown of the different ramps that are both completed and under construction

- The steel structure of the bridge was explained how it will be constructed and the different phases it will be done in

Critical Path Items – Next Six Months

- Traffic shifts – next weeks to 10days
- Median work
- Lighting installation
- Ramp C & D steel bridge construction and detour (Spring)
- Bridge decks
- Signage
- Finish paving

Council Member Seifert questioned the margin of safety on the steel beam. Mr. Lobdell explained that in design, his company always has a margin of safety from 1.5 to 2.

Mayor Finley presented a slideshow of the Capital Improvement Project updates. He started by thanking Communication and External Affairs Officer Samantha Magnuson for her hard work in putting the slideshow presentation together with such little time due to the ice storm. He also thanked everyone else who provided the data necessary to assist with the presentation.

Celtic Drive Fire Station

- Budget - \$250k
- Spent to date - \$0
- Project balance - \$252,941 (due to interest accruing)
- Cash in bank - \$252,941

Celtic Drive Complex

- Installation of storage racks (racks will be going in this week)
 - Christmas inventory
 - Toyota Field inventory
 - Library inventory
 - Archived files
- Determine Animal Control Building next steps
 - Estimated cost of complete facility - \$100k-\$175k
 - Sullivan St Old Fire Station complex appraised at \$350k
 - Request Council approval to sell Sullivan property and to engage architect to design Animal Control building

Mayor Finley explained Facilities Director Gerlad Smith with head the Animal Control project and at this point they can only estimate the costs without the help of an architect until one is hired.

Community Center

- Budget - \$11,205,460
- Spent to date - \$6,639,117
- Project balance - \$4,566,343
- Appropriated cash still in the bank - \$747,300
- MVP Fundraised to date (including pledges) - \$1,100,000

- Madison County Donation (pending Commission vote) - \$1,000,000
- Cash needed to complete - \$1,719,043
- HWY 72 cash available if needed - \$3,280,000 currently in bank

Mayor Finley explained that the Community Center is about 55% complete and has an estimated completion date of August 2024. The City has made solid progress on owner supplied equipment and furniture. The City was able to move the pool table and kitchen equipment from the Senior Center over. There was a surplus of furniture from the Hexagon facility that was moved over to use as well as gym equipment. Additional parking will be available on the Bradford Creek Greenway connection in late Spring of 2024.

Fire Station 4 Town Madison and Hexagon – Building Only

- Budget - \$4,738,000
- Spent to date - \$0
- Project balance - \$4,738,000
- Cash in bank - \$4,865,692

Mayor Finley showed a map of the layout of the project. Facilities Director Gerald Smith would like to bid this project in March of 2024 and estimates 8-10 months to complete the office side of the project, and 14-18 months to complete the Fire Station.

Hexagon – Adult Sports Complex (including pickleball, baseball and softball fields)

- Budget - \$1,000,000
- Spent to date - \$519,360
- Project balance - \$480,640
- Cash in bank - \$501,250

Mayor Finley further explained that the field lights, which have been approved, will be completed in March of 2024, the softball fencing replacement will be completed in March as well. The solar lights on the pathway from the Public Safety annex to the courts will be completed in the Summer of 2024.

Mayor Finley provided an update on the Hardiman roundabout. The project has been budgeted and is about 65% complete. The Developer is responsible for the construction of it and the City is paying monthly reimbursements to the developer.

Huntsville Brownsferry & Burgreen Roundabout

- Budget - \$1,840,000
- Spent to date - \$0
- Project balance - \$1,840,000
- Cash in bank - \$1,861,647

Mayor Finley detailed that the project is currently in the design phase, at 85% complete. The goal is to bid by March 2024 and to begin construction by Summer 2024.

Hughes & Portal/Mill Signal Upgrade

- Budget - \$500,000
- Spent to date - \$0
- Project balance - \$500,000
- Cash in bank - \$505,882

Mayor Finley explained that this project is currently 60% complete and will add a lot of pedestrian safety functions that will make that intersection safe.

Mill Road Erosion Mitigation

- Budget - \$3,000,000
- Spent to date - \$48,500
- Project balance - \$2,951,500
- Cash in bank - \$3,035,295

Pumphouse Road – Storm Pipe/Transmission Main Project

- Budget - \$680,000
- Spent to date - \$0
- Project balance - \$680,000
- Cash in bank - \$688,000

Mayor Finley explained Pumphouse Road is East of Wall Triana and Gillespie and is a joint Madison Utilities/City of Madison project that helps Madison Utilities with their transmission of drinking water and helps us with areas in the city that are being flooded. The original bid came in too high, so Madison Utilities will make some adjustments and it will be re-bid.

Royal Drive Construction Project

- Budget - \$1,500,000
- Spent to date - \$0
- Project balance - \$1,500,000
- Cash in bank - \$1,543,623

Mayor Finley detailed that they do anticipate the cost to be higher, but they wanted to get that money in to start. He showed an arial view of the area to give a better picture of the project. This East-West connector will help not only citizens, but the schools in an effective way. He further explained the two phases that will take place during this project. This is a partnership with the Developer on Economic Development, they will construct it and we will reimburse. Construction has not yet started, but we continue to have discussions with Madison City Schools for complete connection to Westchester.

Royal Drive Signal

- Budget - \$560,000
- Spent to date - \$26,875
- Project balance - \$533,125
- Cash in bank - \$535,000

Sunshine Oaks – Phase 1

- Budget - \$550,000
- Spent to date - \$34,560
- Project balance - \$515,440
- Cash in bank - \$529,856

Mayor Finley presented a slide of the plans for this project and went over each area of the plans in detail. He explained that Public Works is in the process of widening the entrance and building the parking lot. The barn conversion, addition of pavilions, bathrooms and playground are to be completed by April 2024. Disc Golf is 95% complete. Council Member

Wroblewski questioned if the barn will be used for storage and Mayor Finley said that part of the barn will be and to bring equipment in and out.

Wall Triana & Gillespie Signal

- Budget - \$550,000
- Spent to date - \$0
- Project balance - \$550,000
- Cash in bank - \$556,471

Wayfinding

- Budget - \$300,000
- Spent to date - \$0
- Project balance - \$300,000
- Cash in bank - \$314,587
 - Due to increased costs, we will need to phase project
 - Phase 1 – bids opened January 23; low bid - \$292,123
 - Award bid for Phase 1 at February 12th meeting
 - First phase promotes downtown with 27 sign distributed throughout the city
 - Estimated completion within six months
 - Phase 2 – Requests for FY 25 budget – \$400,000
 - Phase 3 – Request for FY 26 budget - \$400,000

Mayor Finley closed his presentation with a graph of the Toyota Field Revenue for 2023. The total for the calendar year was \$3,437,691.01 and the Bond payment was \$3,138,302.00. He also clarified that Ball Corp. is up to date on all bills.

Council Member Seifert asked the question if the funds from selling the Fire Station will be used to build the Celtic Drive Complex and the surplus who go somewhere else. Mayor Finley responded by saying that is his suggestion. Mr. Seifert asked how confident we are in knowing exactly what our inventory is and where it is. Mayor Finley answered saying he is comfortable in knowing where the files are.

WANN HOUSE

Director of Development Services Mary Beth Broeren gave an update on the 1.4 acres Farley-Wann House property. She stated the biggest interest in this home is that it's one of the oldest homes in Madison. The City has had the house cleaned out and while doing so, they found some historical documents. Architects have walked through the home and have drawn up some potential plans. Ms. Broeren believes it should be simple from a floorplan standpoint to convert the home into a museum. Ms. Broeren shared a slide of the Master Site Plan for the home, which has been reviewed by City Staff and the Historic Preservation Commission. She asked Council if they would like to move forward with this project. Council Member Powell questioned if the Structural Engineers physically walked through the home, and Ms. Broeren assured him that they did. Mr. Powell expressed his concerns over the potential problems that may be uncovered because of the age and complexity of the project. Council Member Wroblewski mentioned possibly using the Council Special Project funds for some of the smaller areas of the project.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:05 p.m.

Minutes No. 2024-01-WS, dated January 24th, 2024, read, approved and adopted this 12th day of February 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor
Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

Ship To

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

Bill To

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

Item B.

Purchase Order

No. 2023-00001320

DATE 09/07/2023

VENDOR 2534 - TTL, INC

Contact

TTL, INC
PO DRAWER 1128
TUSCALOOSA, AL 35403



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

NON-NEGOTIABLE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE # 2023-281-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Floodway Fill Removal Project 22-023 180 Rainbow Glen Cir 10-150-000-2931-00 - Special Projects 22,250.00	22,250.0000	\$22,250.00
TOTAL DUE				\$22,250.00

Roger Bullamy/wcc
Purchasing Agent Signature

Special Instructions

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



OUR VISION:
BE THE LEADING PROVIDER
OF SERVICES IN THE
MARKETS WE SERVE.
www.TTLUSA.com

INVOICE

February 5, 2024
Invoice No: 2133124

Terms: Due Upon Receipt

Bill to:

Michael Johnson
City of Madison
100 Hughes Road
Madison, AL 35758

Remit Payment to:

TTL, Inc.
P.O. Drawer 1128
Tuscaloosa, AL 35403
Attn: Accounts Receivable

Email To: Michael.johnson@madisonal.gov

TTL Project No. 000230502628.00 180 Rainbow Glen Circle

For professional services rendered from December 1, 2023 to December 31, 2023.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
180 Rainbow Glen Circle	22,250.00	100.00	20,250.00	22,250.00	2,000.00
Subtotal	22,250.00	100.00	20,250.00	22,250.00	2,000.00
Total	22,250.00	100.00	20,250.00	22,250.00	2,000.00

Total Amount Due this Invoice: **\$2,000.00**

	Current Period	Prior Invoices	Project to Date
Billings to Date	\$2,000.00	\$20,250.00	\$22,250.00

Approved by:

Brian Wysock

RESOLUTION NO. 2024-035-R

**A RESOLUTION AUTHORIZING A RENEWAL AGREEMENT WITH ESRI, INC. FOR
THE ENGINEERING DEPARTMENT**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from ESRI, Inc., for annual software support and maintenance services for the Engineering Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Renewal Quotation" dated January 22, 2024, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

Ranae, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024

Paul Finley, Mayor
City of Madison, Alabama



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 01/22/2024
To: Keith Conville
Organization: City of Madison
Engineering Dept
Fax #: **Phone #:** 256-772-5629

From: Daniella Resendez
Fax #: **Phone #:** + 19093692684 Ext. 2684
Email: dresendez@esri.com

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

Quotation #26187397
Document Date: 12/20/2023

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

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

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

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

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

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

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936926842684

Quotation

Date: 12/20/2023

Quotation Number: 26187397

City of Madison
Engineering Dept
100 Hughes Rd
Madison AL 35758-1110
Attn: Keith Conville

Send Purchase Orders To:

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

Please include the following remittance address on your Purchase Order:

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

Customer Number: 223493

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

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 03/20/2024 End Date: 03/19/2025 Subscription ID: 7288021320	1,650.00	1,650.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/20/2024 End Date: 03/19/2025 Subscription ID: 7288021320	770.00	770.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/20/2024 End Date: 03/19/2025	550.00	550.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	550.00	550.00

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

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

Quotation is valid for 90 days from document date.

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

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

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936926842684

Quotation
Page 2

Date: 12/20/2023 **Quotation Number:** 26187397

Item	Qty	Material#	Unit Price	Extended Price
<hr/>				
		Start Date: 03/20/2024		
		End Date: 03/19/2025		
4010	1	98134	550.00	550.00
		ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance		
		Start Date: 03/20/2024		
		End Date: 03/19/2025		
5010	1	161328	5,500.00	5,500.00
		ArcGIS Enterprise Standard Up to Four Cores Maintenance		
		Start Date: 03/20/2024		
		End Date: 03/19/2025		
6010	1	165533	385.00	385.00
		ArcGIS Online Mobile Worker Annual Subscription		
		Start Date: 03/20/2024		
		End Date: 03/19/2025		
		Subscription ID: 7288021320		
Item Subtotal				9,955.00
Estimated Tax				0.00
Total				USD 9,955.00

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


esri®

380 New York Street
Redlands, CA 92373
Phone: + 190936926842684

Quotation

Page 3

Date: 12/20/2023

Quotation Number: 26187397

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

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

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

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

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

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

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936926842684

Quotation
Page 4

Date: 12/20/2023 **Quotation No:** 26187397 **Customer No:** 223493

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

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

- ☐ I agree to pay any applicable sales tax.
- ☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative Date

Name (Please Print) Title

RESOLUTION NO. 2024-037-R**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE
VALUE PURSUANT TO SECTION 16-108 OF THE CODE OF ORDINANCES OF THE
CITY OF MADISON**

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

Quantity	Description	Mileage
1	2001 Ford E 350 Ambulance VIN# 1FDSE35FX1HB12618	221,278

; and

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

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

READ, APPROVED, and ADOPTED this 12th day of February 2024.

Ranae Bartlett, City Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
 City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05831

(Existing Assets Number)

Section 2

Date: 01/24/2024

Department: Police

Item Description: 2001 Ford E-350 Ambulance - Black

Serial/Model #: 1FDSE35FX1HB12618

New: ☐

Used: ☐

Location: Special Ops - SWAT

Vendor Name:

Asset Class:

Activity Code:

Fund:

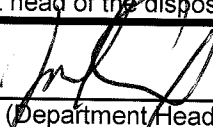
Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature:  (Department Head or Designee)

01/24/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2024-038-R**AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH BARON WEATHER, INC., FOR USE OF WEATHER DATA SOFTWARE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Licensing Agreement ("Agreement") with Baron Weather, Inc., for access to Baron Threat Net, a web-based, weather data software product, for Madison Fire & Rescue, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "License 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 relationship established by such acceptance and execution, the Mayor, or his designee, shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

BARON THREAT NET LICENSE AGREEMENT

CW 1-13-24

This Baron Threat Net License Agreement (the "**Agreement**") is made by and between Baron Weather, Inc., a Delaware corporation ("**Baron**"), with principal place of business at 4930 Research Drive, Huntsville, AL 35805, and **City of Madison**, ("**Client**") with a principal place of business and billing address at **100 Hughes Road, Madison, AL 35758**. Each of Baron and the Client is sometimes referred to individually as a "**Party**" or collectively, the "**Parties**."

RECITALS

WHEREAS, Baron provides a web-based, weather data software product ("**Baron Threat Net**"); and

WHEREAS, Client desires Baron to license access to Baron Threat Net as further provided herein; and

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Subscription and License.** Client hereby subscribes to the right to use Baron Threat Net by no more than One (1) Client employee at any given time ("**Seats**"). Each seat shall have a separate login and password and each seat permits Two (2) devices to login simultaneously. Subject to the terms and conditions of this Agreement, Baron hereby grants to Client a limited, non-transferable, royalty-free, non-sub licensable license to use Baron Threat Net for no more than One (1) Seat during the Term of this Agreement (the "**License**").

2. **License Fee.** During the Term, Client shall pay to Baron a license fee of **\$918.00 per year for One (1) Seat for the Three (3) Year Period February 1, 2024 – January 31, 2027.**

3. **Each User Seat License includes:**

- a. Full access to Baron Threat Net website with use on two (2) concurrent devices*
- b. Custom stored preferences, map, and data views
- c. Ten (10) custom alert locations with email/text alerting
- d. One (1) Threat Net Mobile application for use on iOS and Android mobile phones*
- e. Seven (7) Rolling Days of Historical Weather for select products
- f. Custom Training on setup and use
- g. Assurance that subscription fees will not increase during the three-year term.

*Baron Threat Net is supported on all commonly used web browsers connected to the internet. The Threat Net app is available for free download from the Apple and Android App stores. (Individual users will log in with their subscription credentials)

4. **Incorporation by Reference.** The Baron Threat Net terms and conditions and privacy policy (the "**Incorporated Documents**"), which are available on the Baron Threat Net website are incorporated into this agreement by reference and shall have the same force and effect as if they were fully set forth in this Agreement. In the event of any conflict between this Agreement and the Incorporated Documents, this Agreement shall control.

5. **Term and Termination.**

(a) This Agreement shall commence on **February 1, 2024** (the "**Effective Date**") and shall continue for a period of Thirty-Six (36) months (the "**Initial Term**").

(b) The Term of this Agreement shall expire on January 31, 2027. Prior to the expiration of the term, Client may provide written notice to Baron of its desire to continue the subscription under a new Agreement to be entered into between the two parties.

(c) If either Party is in breach of this Agreement, the breaching Party shall have thirty (30) days to cure such breach following receipt of written notice from the non-breaching Party setting forth the nature of such breach. In the event the breaching Party fails to cure such breach within the thirty (30) day period, then the non-breaching Party may terminate the Agreement upon written notice to the breaching Party. The breaching Party shall further be responsible for all attorney's fees and collection costs incurred by the non-breaching Party as a result of the breach.

6. **Governing law; Jurisdiction and Venue.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Alabama, United States of America, without regard to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Alabama, County of Madison, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Alabama, County of Madison. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BARON WEATHER, INC.

By: _____

Its: _____

CITY OF MADISON

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2024-41-R

**ACCEPTANCE OF AMIC SETTLEMENT CLAIM NO. 061335JB FOR DAMAGE TO
TRAFFIC SIGNAL POLE AND CONTROL BOX**

WHEREAS, on July 16, 2023, at 5:47 A.M. at the intersection of Wall Triana Highway and US Highway 72, property damage to a traffic signal and control box from a multi car collision resulting in vehicle hitting traffic signal pole and control cabinet.

WHEREAS Alabama Municipal Insurance Corporation, the insurance carrier for the City of Madison, Alabama, has deemed a total loss. The settlement offer is in the amount of \$15,304.00 for traffic signal pole and control box minus \$1,000.00 deductible which results in the amount of \$14,304.00.

NOW THEREFORE BE IT RESOLVED that the City of Madison, Alabama does accept a settlement offer in the amount of \$15,304.00 for Traffic Signal pole and control box minus \$1,000.00 deductible resulting in the amount of \$14,304.00 from Alabama Municipal Insurance Corporation for this traffic signal pole and control box and that the Mayor is hereby authorized to execute any documents to accept said offer of settlement for the property damage associated with Alabama Municipal Insurance Corporation Claim Number 061335JB.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS TO

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

10/1/22
Policy Effective Date

10/1/23
Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

Claim Number: 061335 JB

0094347281233
Policy Number

AMIC
Agency At

Mike Gardner
Agent

By the above indicated policy of insurance you insured:

City of Madison

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

Time and Origin: A vehicle loss occurred about 5:47 o'clock A.M. on the 16th day of July, 2023. The cause and origin of said loss was: muti car collision resulting in vehicle hitting traffic signal pole and control cabinet.

Property Involved in Claim: traffic signal pole and control box.

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

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

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

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

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

Full Cost of Repair of Replacement..... \$ 15,304.00

Applicable Depreciation..... \$ _____

☐ **Actual Cash Value Loss**..... ☒ **Replacement Cost Loss**..... \$ 15,304.00
Less deductible and/or participation by the insured..... \$ (1,000.00)

☐ **Actual Cash Value Loss**..... ☒ **Replacement Cost Loss**..... \$ 14,304.00

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

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

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

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

State of Alabama
County of Madison

Insured _____

By _____
(Title)

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



Kerri Sulyma Notary Public

RESOLUTION NO. 2024-044-R**PROVIDING FOR THE DISPOSAL OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE
PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES**

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

QUANTITY	DESCRIPTION
1	Lot of 49 Laptop Computers
1	Lot of 50 Telephones

;and

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

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

READ, APPROVED, and ADOPTED this 12th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February, 2024.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0402

(Existing Assets Number)

Section 2

Date: 01/15/2024

Department: Information Technology

Item Description: Dell Inspiron Duo Mini 1090-Laptop computer

Serial/Model #: 5Z405R1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/22/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. none

(Existing Assets Number)

Section 2

Date: 01/15/2024

Department: Information Technology

Item Description: Lenovo Thinkpad Edge-Laptop computer

Serial/Model #: LRW115W

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/22/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. Police-2544

(Existing Assets Number)

Section 2

Date: 01/15/2024

Department: Information Technology

Item Description: HP Probook 4530s-Laptop computer

Serial/Model #: CNU1405NY9

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____ Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/22/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0342

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude E6520-Laptop Computer

Serial/Model #: 68F85R1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

01/23/2024

Signature: (Department Head or Designee)

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0270

(Existing Assets Number)

Section 2

Date: 01/15/2024

Department: Information Technology

Item Description: Dell Vostro 3550-Laptop computer

Serial/Model #: J0X2SP1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee) _____

01/22/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. **CM0340**

(Existing Assets Number)

Section 2

Date: **01/15/2024**

Department: **Information Technology**

Item Description: **Dell Latitude E6520-Laptop computer**

Serial/Model #: **39M85R1**

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee)

01/22/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Finance Dept. ☐

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0341

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude E6520-Laptop Computer

Serial/Model #: FHC85R1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee) _____

01/23/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 04675

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Gateway M350WVN- Laptop Computer

Serial/Model #: BDDW3520632

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 03070

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Gateway solo 2500 Laptop Computer

Serial/Model #: BC699282319

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. none

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Panasonic Toughbook CF-27 Laptop Computer

Serial/Model #: 9LKSA09911

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

01/23/2024

Signature: (Department Head or Designee)

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. none

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Panasonic Toughbook CF-27 Laptop Computer

Serial/Model #: 9LKSA10204

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

01/23/2024

Signature: (Department Head or Designee)

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. none

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Panasonic Toughbook CF-30 Laptop Computer

Serial/Model #: 7FKSA43101

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee) _____

01/23/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 06412

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T902- Laptop Computer

Serial/Model #: Q3101044

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06387

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T901- Laptop Computer

Serial/Model #: Q2804364

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06385

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T901- Laptop Computer

Serial/Model #: Q2804385

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06399

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T5010- Laptop Computer

Serial/Model #: R9X04217

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06400

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T901 Laptop Computer

Serial/Model #: Q2302700

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06401

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T901 Laptop Computer

Serial/Model #: Q2804363

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. none

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T901 Laptop Computer

Serial/Model #: Q2302698

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

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(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06788

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T902 Laptop Computer

Serial/Model #: Q4102622

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. Police-2697

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T902 Laptop Computer

Serial/Model #: Q3403091

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024
Date:

***** TO BE COMPLETED BY CITY CLERK *****

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06782

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T902 Laptop Computer

Serial/Model #: Q3X03009

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06402

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T901 Laptop Computer

Serial/Model #: Q2302699

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Partor

01/23/2024

Signature: (Department Head or Designee)

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 06452

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Fujitsu Lifebook T902 Laptop Computer

Serial/Model #: Q3201055

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Barker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0272

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Vostro 3550- Laptop Computer

Serial/Model #: 51XZSP1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 002238

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Lenovo Thinkpad E14- Laptop Computer

Serial/Model #: pf2dd93w

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Barber
Signature: (Department Head or Designee)

01/23/2024
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0269

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Vostro 3550- Laptop Computer

Serial/Model #: doxzsp1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05245

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: CHZZFD1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Barker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. none
(Existing Assets Number)

Section 2

Date: 01/23/2024 Department: Information Technology

Item Description: Lenovo ThinkpadT460-Laptop Computer

Serial/Model #: PC0FRGWD New: ☐ Used: ☒

Location: _____ Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

01/23/2024
Signature: (Department Head or Designee) _____ Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: _____

Signature, City Clerk-Treasurer _____ Date _____

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 000175

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Lenovo Thinkpad L440Laptop Computer

Serial/Model #: R90FGu8

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee)

01/23/2024

Date:

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(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 0000342

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude E65000-Laptop Computer

Serial/Model #: 6XKzHM1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee)

01/23/2024

Date:

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0337

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude-Laptop Computer

Serial/Model #: 4HC85R1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michael Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

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Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. Police-2252
(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Vostro 3400-Laptop Computer

Serial/Model #: GGPV7n1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michael J. Smith
Signature: (Department Head or Designee)

01/23/2024
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. Police-2425
(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D620Laptop Computer

Serial/Model #: 3JQNNC1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michael E. Foster
Signature: (Department Head or Designee)

01/23/2024
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05243

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: 8GZZFD1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Deaton
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. CM0343

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude E6520 Laptop Computer

Serial/Model #: JFC85R1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Foster
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05711

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D830 Laptop Computer

Serial/Model #: 4NJGKH1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Baker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05238

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: 9HZZFD1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05552

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D830 Laptop Computer

Serial/Model #: 5RJWXF1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Carter
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. Police-2426

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D620 Laptop Computer

Serial/Model #: 7C8CTB1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle Parker
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. Police-2429
(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D620 Laptop Computer

Serial/Model #: BYSPYB1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

[Signature]
Signature: (Department Head or Designee)

01/23/2024
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. Police-2427

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D620 Laptop Computer

Serial/Model #: 6H7RYC1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle Carter
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05242

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: 1HZZFD1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michael
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05240

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: DGZZFD1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/23/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: _____ Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD: _____

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05227

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: DS1DCD1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/23/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05043

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: 13CKZB1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/23/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05111

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: 27JKc1

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/23/2024

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 04933

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: J2DZ6B1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 05239

(Existing Assets Number)

Section 2

Date: 01/23/2024

Department: Information Technology

Item Description: Dell Latitude D820 Laptop Computer

Serial/Model #: 5HZZFD1

New: ☐ Used: ☒

Location: _____

Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Michelle
Signature: (Department Head or Designee)

01/23/2024

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____ Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

Lot of 56 phones:

Cisco Unified IP Phone 7940-Quantity 2

Cisco Unified IP Phone 7945-Quantity 4

Cisco IP Phone 8851-Quantity 31

Cisco IP Phone 8441-Quantity 19



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 000652

(Existing Assets Number)

Section 2

Date: 01/24/2024

Department: Information Technology

Item Description: Elite Screen-Projector Screen

Serial/Model #: VMAX120uWV-6AE

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle P...
Signature: (Department Head or Designee)

1/24/24
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

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Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. none

(Existing Assets Number)

Section 2

Date: 01/24/2024

Department: Information Technology

Item Description: DA-LITE Cosmopolitan Projector Screen

Serial/Model #: MR-681-01

New: ☐

Used: ☒

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Michelle [Signature]
Signature: (Department Head or Designee)

1/24/24
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

ORDINANCE NO. 2024-049**AN ORDINANCE DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING RELATED DISPOSITIVE ACTIONS**

WHEREAS, the City of Madison previously maintained a fire station located at 4182 Sullivan Street (herein "the Property") until 1996; and

WHEREAS, in 1996, upon constructing Fire Station Number One, the City moved all personnel and operations from the Property to the new Fire Station Number One location on Mill Road; and

WHEREAS, the Property has only been utilized for limited storage for the past twenty-eight years.

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

SECTION 1. That it is hereby established and declared that the following described real property owned by the City of Madison, Alabama, is no longer needed for public or municipal purposes:

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

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 396.41 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006-796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE NORTH 01 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.53 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PERRY STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 88 DEGREES 23 MINUTES 36 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 190.93 FEET TO A REBAR SET "JWK&A CA-1098LS" ON THE WEST MARGIN OF SULLIVAN STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST AND ALONG SAID WEST MARGIN, A DISTANCE OF 270.03 FEET TO A 1/2" CAPPED IRON PIN SET TO THE POINT OF BEGINNING AND CONTAINING 1.43 ACRES, MORE OR LESS.

SECTION 2. That the Mayor is authorized to solicit and receive offers for the sale of the Property with the Council reserving the right to review and reject any and all offers for the purchase of the Property that, in its opinion, it deems to be less than adequate consideration for the real property.

READ, PASSED, AND ADOPTED this 26th day of February 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-039-R**AUTHORIZING ARCHIVING OF THE JANUARY 24, 2024, CITY
COUNCIL WORK SESSION**

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the January 24th, 2024, City Council Work Session shall be archived and made available for viewing.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-031-R**A RESOLUTION AUTHORIZING AGREEMENT WITH MADISON COUNTY FOR
COLLECTION AND DISPOSAL OF SOLID WASTE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Madison County, Alabama, an Alabama public corporation, for the collection and disposal of household solid wastes from all residences within the city limits of Madison, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Solid Waste Collection and Disposal 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 relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement"), dated as of January 31, 2024 (the "Effective Date"), is made between Madison County, Alabama, an Alabama public corporation ("the County"), and City of Madison, Alabama, an Alabama public corporation ("the City"). The County and the City are collectively referred to herein as the "Parties."

RECITALS

- A. The County collects, hauls, and disposes of household solid wastes within its unincorporated areas.
- B. Pursuant to Code of Alabama, § 22-27-5(a), counties are permitted to enter into mutual agreements with municipalities to jointly or individually collect, haul, and dispose of solid wastes.
- C. The City desires to engage the County to provide certain solid waste collection and disposal services for the City, pursuant to the terms and conditions of this Agreement.
- D. The County desires to provide certain solid waste collection and disposal services for the City, pursuant to the terms and conditions of this Agreement.
- E. The Parties (and their governing bodies) agree it is mutually economical and feasible for the County to collect, haul, and/or dispose of solid wastes generated within the municipal limits of the City, pursuant to the terms and conditions of this Agreement.

Accordingly, the Parties hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION.**

1.1 **Definitions.** The Parties acknowledge the capitalized terms in this Agreement shall have the meanings ascribed below and/or elsewhere in this Agreement:

- (a) **"Bulk/Commercial Solid Waste(s)"** means any non-liquid materials or substances that are generally discarded or rejected as being spent, useless, or worthless to the owners at the time of such discard or rejection that does not fit within a County-provided receptacle and/or that is discarded by a multi-family residence or an industrial, commercial or retail enterprise, including garbage, trash, refuse, industrial and commercial waste, rubbish, ashes, contained gaseous materials, incinerator residue, and construction and demolition waste; provided, however, that "Bulk/Commercial Solid Waste(s)" shall not include **"Household Solid Waste(s)"** and/or **"Unacceptable Waste(s)"**.
- (b) **"Customer(s)"** means any Person within the City who is approved to and does use the Services.
- (c) **"Loss(es)"** means any loss, claim, judgment, award, liability, damage, injury, cost, fine, penalty, or expense, including, but not limited to reasonable attorney's fees, court costs, litigation fees and expenses, expert witness fees, pre- or post-judgment interest, and all other fees and costs.
- (d) **"Party"** means the County or City, and **"Parties"** means the County and City.

- (e) **"Person(s)"** means natural persons, governments (and agencies or departments thereof), quasi-public entities, corporations, partnerships, ventures, trusts, and all other forms of organization, association, or business entity.
- (f) **"Rate Schedule"** means the County's current rates and rate schedule (as shown in Exhibit A), and any future rates and rate schedules.
- (g) **"Service(s)"** means the collecting, hauling, and/or disposing of Household Solid Wastes by the County for the City under this Agreement.
- (h) **"Household Solid Waste(s)"** means any nonliquid materials or substances that are generally discarded or rejected as being spent, useless, or worthless to the owners at the time of such discard or rejection into a County-provided receptacle, including household garbage, trash, refuse, rubbish, ashes, and contained gaseous materials; provided, however, that **"Household Solid Waste(s)"** shall not include **"Commercial Solid Waste(s)"** and/or **"Unacceptable Waste(s)"**.
- (i) **"Unacceptable Waste(s)"** means all or any portion of a material, substance or Solid Waste that is not acceptable waste and/or is a hazardous waste, including sewage sludge, livestock and poultry wastes, herbicides, pesticides, gaseous products and their containers (except household types), motor vehicles and their parts, boats and their parts, utility trailers, pharmaceutical products (other than those for normal household use), pathological wastes and wastes controlled by other federal; state or local governmental entities.

1.2 **Construction and Interpretation.** The Parties hereby acknowledge this Agreement shall be construed and interpreted as follows:

- (a) This Agreement shall be construed neutrally and shall not be construed against any Party.
- (b) The paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (c) If any provision of this Agreement is held to be unenforceable for any reason, it shall be revised rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the extent possible.
- (d) Where the context makes it appropriate, each singular word shall include its plural, and each plural word shall include its singular.
- (e) Unless the context otherwise requires, the conjunction "or" shall be understood in its inclusive sense (and/or).
- (f) The words "include," "includes" and "including" shall be deemed as being an illustration or for emphasis only and shall not to be construed so as to limit the generality of any words preceding them.
- (g) The words **"other"** and **"otherwise"** shall not to be construed as being limited by any words preceding them.

- (h) Unless otherwise specified, "**section(s)**" and "**exhibit(s)**" referred to in this Agreement shall be the sections of and exhibits to this Agreement.
- (i) The words "**writing**" and "**written**" shall not include electronic mail or any other communication in electronic form.

2. **SERVICES.** Subject to the City's compliance with its obligations under this Agreement (including its payment obligations contained in section), the County hereby agrees to provide the Services within the municipal limits of the City--both in the County and in Limestone County, Alabama. The County will also provide Customers, at its expense, an approved receptacle for the discard of Household Solid Wastes. The County shall not be responsible for collecting, hauling and/or disposing of Bulk/Commercial Solid Wastes and/or Unacceptable Wastes. All Bulk/Commercial Solid Wastes shall be the sole responsibility of the City and/or its duly authorized contractor.

3. **PAYMENT AND RATE SCHEDULE.** An invoice for services shall be provided by the County to the City within 10 days of each monthly service count performed by the County. The invoice will be based on the number of services provided by the County to the City residents for each category of services detailed in attached Exhibit A. The City shall pay for Services consistent with the invoice within thirty (30) days of receipt of the invoice for the prior month's Services. A finance charge of twelve percent (12%) per annum shall accrue on each and every unpaid invoice and shall continue to accrue until such invoice is fully paid. The City hereby acknowledges and agrees that the County may, at any time and within its sole discretion, modify, supplement, change and/or increase its rates for Services, rate structure, Rate Schedule and other costs, fees, or charges associated with the Services as long as all such changes are also being applied in the same amount and manner to all other County garbage customers. The City shall, and hereby agrees to, take any and all actions necessary to make its rates for collecting, hauling, and/or disposing of Household Solid Wastes consistent with the Rate Schedule, including making the Rate Schedule binding upon the Customers, providing any and all requisite notices, and obtaining all required consents for the County to provide the Services.

4. **TITLE TO HOUSEHOLD SOLID WASTES AND UNACCEPTABLE WASTE.** All right, title, and interest in and to Household Solid Wastes obtained by provision of the Services shall pass to the County when placed in or upon the County's collection vehicle; provided, however, that no right, title, or interest in and to Unacceptable Waste shall ever pass to the County. The Customer shall retain all rights, title, and interest in and to Unacceptable Waste. The County may refuse to collect the entire receptacle, container, bag, or bundle of Household Solid Waste if all or any portion contains Unacceptable Waste. If the County inadvertently collects Unacceptable Waste, then it will notify the City, which shall be financially responsible for the proper disposal and remediation costs associated with such Unacceptable Waste. The City hereby releases the County from any and all Losses concerning, relating to, and/or associated with collecting, hauling, disposing of, and/or remediating the effects of Unacceptable Waste.

5. **TERM, SUSPENSION, AND TERMINATION.**

5.1 **Initial Term.** This Agreement shall be in effect from the Effective Date for a period of two (2) years, unless it is terminated in accordance with this section 5.

5.2 **Suspension and Termination for Breach.** The County may immediately suspend Services, and subsequently terminate this Agreement for cause by giving ten (10) days written notice of such termination, to the City in the event that: (i) the City fails to timely pay the County; (ii) the City breaches or defaults under any other provision of this Agreement; or (iii) the City fails to satisfactorily

resolve problems with Unacceptable Waste. Upon giving its notice of termination, the County may take such other action as may be consistent with the termination of the business relationship.

5.3 Termination without Cause. Either Party shall have the right at any time, by giving sixty (60) days written notice to the other Party, to terminate this Agreement without cause.

5.4 Termination by Health Officer. If this Agreement fails to be in the best interest of the health, safety, and welfare of the Customers, the appropriate state health officer shall have the right, by giving thirty (30) days written notice to the Parties, to terminate this Agreement consistent with Code of Alabama, § 22-27-5(a).

5.5 Survival of Payment Obligation. All amounts payable by the City to the County shall survive termination and become immediately due and payable, regardless of the manner of termination.

6. INDEMNIFICATION.

6.1 Indemnification by the County. The County shall indemnify and hold the City harmless from and against any Losses finally awarded in connection with any claim, suit, demand, action, cause of action or other proceeding brought by another Person arising from, based on, or relating in any way to (a) the County's breach of or default under any provision of this Agreement; or (b) the County's negligent and/or willful misconduct or unlawful acts in performing its obligations pursuant to this Agreement; provided, however, that the County shall not be obligated to indemnify or hold the City harmless unless the City promptly notifies the County in writing of the claim, suit, demand, action, cause of action or other proceeding, allows the County to control the defense and participate in the settlement of such claim, suit, demand, action, cause of action or other proceeding, and cooperates with the County in the defense of the claim, suit, demand, action, cause of action or other proceeding or in any related settlement negotiations.

6.2 Indemnification by the City. The City shall indemnify and hold the County harmless from and against any Losses finally awarded in connection with any claim, suit, demand, action, cause of action or other proceeding brought by another Person arising from, based on, or relating in any way to the City's breach of or default under any provision of this Agreement or the City's negligent and/or willful misconduct or unlawful acts in performing its obligations pursuant to this Agreement. Provided, however, that the City shall not be obligated to indemnify or hold the County harmless unless the County promptly notifies the City in writing of the claim, suit, demand, action, cause of action or other proceeding, allows the City to control the defense and participate in the settlement of such claim, suit, demand, action, cause of action or other proceeding, and cooperates with the City in the defense of the claim, suit, demand, action, cause of action or other proceeding or in any related settlement negotiations.

7. DISCLAIMER AND EXCLUSION OF WARRANTIES.

7.1 General Disclaimer and Exclusion of Warranties.

THE CITY ACKNOWLEDGES THAT THE SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF PERFORMANCE, TIMELINESS, AVAILABILITY, THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, UNINTERRUPTION, SUFFICIENCY OR AGAINST INTERFERENCE WITH ANY PERSON'S ENJOYMENT OF THE SERVICES; NOR ARE THERE ANY WARRANTIES CREATED BY THE COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

THE CITY ACKNOWLEDGES THAT NO ORAL OR WRITTEN REPRESENTATION, STATEMENT, OR INFORMATION PROVIDED BY THE COUNTY BEFORE, DURING, OR AFTER THE EFFECTIVE DATE WILL CREATE A WARRANTY.

7.2 The disclaimers and exclusions contained in section 7.1 of this Agreement are an essential part of this Agreement and formed the basis for determining the terms and conditions of this Agreement.

8. GENERAL TERMS.

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

8.2 **Dispute Resolution.** The Parties expressly agree that any controversy, claim, suit, demand, action, cause of action, or other proceedings arising from, based on, or relating in any way to this Agreement, including, the existence, validity, interpretation, performance, breach or termination of this Agreement, the Services, or the Parties' business relationship shall be brought and decided solely and exclusive in a court of competent jurisdiction located in or embraced by Madison County, Alabama, and nowhere else. The City hereby expressly waives any rights or defenses within any other jurisdiction to require that a civil action regarding this Agreement, the Services, or the Parties' business relationship take place elsewhere. The City hereby waives any objection on grounds of forum *non conveniens*, venue, or personal jurisdiction to proceeding solely and exclusively in the above-referenced courts.

8.3 **Independent Contractors.** The County's and the City's relationship is solely that of independent seller of services and buyer of services, respectively. Except as otherwise provided in this Agreement, neither Party has the express or implied authority to assume or create any obligation on the other Party's behalf, and shall disclaim any such authority whenever necessary to avoid confusion. In no case shall a Party or any other Person subject to its control, if any, be deemed the other Party's agent or representative, nor shall a Party or any other Person subject to its control, if any, have the right to conclude any contract or commitment in the other Party's name, or to make any representation, guarantee, or warranty on behalf of the other Party to any other Person. Nothing in this Agreement shall be construed to create any association, partnership, or joint venture between the Parties.

8.4 **Assignment.** Neither Party is permitted to assign, delegate, transfer, by operation of law or otherwise, this Agreement, nor any rights or duties created by this Agreement, including payment for services provided by the County pursuant to this Agreement, without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer of this Agreement without such written consent shall be void and of no effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

8.5 **Force Majeure and Excusable Delays.** Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of either Party (not including the obligations in section 3) shall not constitute a breach of this Agreement and that Party shall not be liable for any act or omission due to such conditions. The County's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. The City acknowledges that conditions beyond the County's reasonable control include, but are not limited to unavailability of or inability to secure labor or materials, defaults by the County's consultants, vendors, suppliers or service providers, failure of the City or Customers to provide information or materials, failure of the City or Customers to provide access, delays based on the City's and/or its Customers' negligent or unreasonable acts or omissions, natural disasters (such as fire, flood, earthquake, hurricane, tornado, and wind), accidents, acts of or actions by any government or governmental agency after the Effective Date of

the Agreement, quarantine restrictions, power failure, acts of God or the public enemy, labor disputes or shortages, strikes, transportation embargoes, riots, war, rebellion, insurrection, sabotage, epidemics, judicial actions or orders, and such events of force majeure affecting the County's ability to provide the Services.

8.6 Third Party Rights. Nothing in this Agreement shall be construed as giving any Person (including one or more Customers), other than the Parties, any right, remedy, or claim under or in respect of this Agreement or any provision of this Agreement.

8.7 Notices. Any required or permitted notice to be given under this Agreement shall be given in writing and delivered either in hand with receipt obtained, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed (with confirmation of delivery):

If to County:
Madison County Commission
100 Northside Square, 7th Floor
Huntsville, Alabama 35801

If to the City:
City of Madison, Alabama
Public Works Department
100 Hughes Road
Madison, Alabama 35758

With a copy to:
Madison County Attorney
100 Northside Square, 7th Floor
Huntsville, Alabama 35801

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

8.8 Severability. If any provision of this Agreement is declared void, invalid, or illegal, or unenforceable by a court of competent jurisdiction, then the validity or legality of all other provisions of the Agreement shall continue in full force and effect.

8.9 Survival. The Parties hereby acknowledge and represent that they have read this Agreement, understand it, and agree to be bound by its terms. The Parties further hereby acknowledge and represent that this Agreement (and exhibits thereto), future Rate Schedules, and invoices from the County constitute the complete and exclusive agreement between the Parties. The Parties hereby acknowledge and represent that the provisions of sections 3, 5.6 and 6-8, as may be amended or modified from time to time, shall survive termination or expiration of this Agreement.

8.10 Modification and Waiver. Any failure of either Party to enforce, at any time or for any period of time, any provision of this Agreement, shall not constitute a waiver of such provision or in any way affect the validity of this Agreement. Except as otherwise provided in this Agreement, no change, modification, waiver, amendment, or supplementation will be effective unless assented to in writing by the Party to be charged, and any explicit, written waiver of a breach or default shall not constitute a waiver of any other right under this Agreement or any subsequent breach or default.

8.11 Warranty of Authority. The Parties, and the signatory for each Party, hereby acknowledge, represent, and warrant that each of them has the right and authority to execute this Agreement on behalf of that Party and the Party's governing body.

8.12 Counterparts. This Agreement may be executed in as many counterparts as may be required, each of which, when delivered, is an original, but all of which taken together constitute one and the same instrument.

8.13 **Exhibits and Referenced Documents.** All exhibits, invoices, and other documents (or portions of other documents as the case might be) referred to in this Agreement are incorporated by this reference.

8.14 **Complete Agreement.** This Agreement with its exhibits and other documents or portions of documents contains the Parties' entire agreement and supersedes all prior communications, representations, understandings, or agreements, oral or written, regarding its subject matter.

The undersigned hereby declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by the Parties, after consultation with legal counsel of their choosing, on the date first identified on page 1 of this Agreement.

CITY OF MADISON, ALABAMA,
a municipal corporation

By: _____
Paul Finley, Mayor

ATTEST:

City Clerk-Treasurer

MADISON COUNTY, ALABAMA

By: Mac McCutcheon
Mac McCutcheon, Chairman
Madison County Commission

ATTEST:

Kevin Jones
Kevin Jones, County Administrator

EXHIBIT A
Rate Schedule
(as of Effective Date)

<i>Amount</i>	<i>Description</i>
\$8.00	1 residential cart, reduced rate (subject to qualification)
\$13.50	1 residential cart
\$18.50	2 residential carts
\$23.50	3 residential carts
\$45.00	Commercial (up to 3 carts)

ORDINANCE NO. 2024-015**ADOPTING STATE AND FEDERAL STANDARDS
FOR THE PREVENTION OF FLOOD DAMAGE****ARTICLE 1****STATUTORY AUTHORIZATION, FINDINGS OF
FACT, PURPOSE, AND OBJECTIVES**

The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development ordinance with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.

FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as a NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. The City of Madison agrees to adopt and enforce this Ordinance, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of Madison, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

(1) The flood hazard areas of Madison, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by Madison as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures

for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.

(2) These flood losses are caused most often by development, as defined in this Ordinance, in areas designated as FEMA SFHAs or other areas designated by Madison as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this Ordinance).
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.
- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

SECTION D **OBJECTIVES**

The objectives of this Ordinance are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;
- (4) Minimize expenditure of public money for costly flood control projects;

- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

ARTICLE 2

GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This Ordinance shall apply to all FEMA SFHAs and any additional areas designated by the City of Madison as floodplains or areas subject to flooding within the jurisdiction of Madison, Alabama.

SECTION B BASIS FOR SPECIAL FLOOD HAZARD AREAS

The SFHAs identified by FEMA in Madison County's **Flood Insurance Study (FIS)**, dated December 15, 1978, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this Ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Madison County are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Madison:

- (1) Prior to the issuance of a Letter of Final Determination by FEMA, the use of the preliminary flood hazard data shall only be required where no BFEs and/or floodway areas exist or where the preliminary BFEs or floodway area exceed the BFEs and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised

flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

Where adopted regulatory standards conflict, the more stringent BFE shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this Ordinance PRIOR to the commencement of any development, as defined in this Ordinance, in identified SFHAs and any additional identified **Community Flood Hazard Areas** within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this Ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This Ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this Ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this Ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Madison or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the Ordinance.

- (1) Stop Work Order. The community may issue a stop work order, which shall be served on the applicant or other responsible person.
 - (a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this Ordinance shall immediately cease.
 - (b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order must include a provision that it may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (2) Notice of Violation. If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a permit, or otherwise not in accordance with the provisions of this Ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance without having first secured a permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official permit by the City of Madison or otherwise not in accordance with this Ordinance shall constitute a violation of this Ordinance and be at the permit holder's risk. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible party;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation (including failure to obtain a permit);
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this Ordinance and the date for

- the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.
- (3) Civil penalties. Any person who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a separate offense. Nothing contained herein shall prevent the City of Madison from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (4) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed.

Before taking any of the following enforcement actions or imposing any of the following penalties, the City of Madison shall first notify the applicant or other responsible person in writing of its intended action. The City of Madison shall provide reasonable opportunity, of not less than ten days (except, in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be sufficient; if there's an imminent or immediate threat to the public health or public safety then immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such notice and cure period, the City of Madison may take or impose any one or more of the enforcement actions or penalties listed below.

- (a) Termination of water service and/or withhold or revoke Certificate of Occupancy. The community may terminate utility services to the property and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements/repairs conducted on the site. The order shall remain in-place until the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violation or violations described therein.

- (b) Suspension, revocation, or modifications of permit. The community may suspend, revoke, or modify the permit that authorizes the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary). That would enable the applicant or other responsible party to take the necessary remedial measures to cure such violations.
- i. The Administrator may revoke a permit issued under the provisions of this Ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this Ordinance.
- (c) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this Ordinance to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;
- iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this Ordinance; and
- v. Notice of violation, and a statement regarding the prospective denial of insurance.

The structure will be considered a violation until such time the violation has been remedied. If a structure that has received a Section 1316

declaration is made compliant with the all the applicable provisions of this Ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (5) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.

- (6) All appeals shall be heard and decided by the community's designated appeals board, which shall be the City Council, or their designees. The appeals board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements. Appeals cannot be in opposition to the provisions of this Ordinance. The decision of the appeal board shall be final.
- (7) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Circuit Court of Madison County, Alabama.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION J. REPEALER

Ordinance 2019-323 of the City of Madison, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3

ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City Engineer for the City of Madison is hereby appointed to administer and implement the provisions of this Ordinance. The City Engineer of the City of Madison shall hereto after be referred to as the Floodplain Administrator in this Ordinance.

SECTION B PERMIT PROCEDURES

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of the City of Madison:

(1) Application Stage

Plot plans are to include:

- (a) The BFEs where provided as set forth in Article 4, Section B and C;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
- (f) Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);

(g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.

(h) Usage details of any enclosed areas below the lowest floor shall be described.

(i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.

(k) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required.

(l) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill elevation must meet the community's freeboard elevation at that location. If the top of fill elevation is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvements must meet the required community freeboard elevation.

(m) An Elevation Certificate marked "Construction Drawings" in section C of such certificate, is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate**, accompanied by a foundation survey of the formwork at installation stage prepared by a professional engineer or surveyor, immediately after the lowest floor or flood-proofing is completed. In addition:

(a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.

(b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**

(c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.

(d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this Ordinance and the terms of the permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the City of Madison during normal business hours of the community for the purposes of inspection or other enforcement action.

(e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) **Finished Construction**

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

(a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the permit holder to the Floodplain Administrator.

(b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.

(c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(d) Documentation regarding completion of and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of

this Ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(e) All records that pertain to the administration of this Ordinance shall be maintained in perpetuity and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this Ordinance. The Floodplain Administrator is further authorized to render interpretations of this Ordinance which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Ensure the public is aware that floodplain development permits are required for development in SFHAs.
- (2) Conduct regular inspections of the community's SFHAs for any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.
- (3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (4) Review all permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this Ordinance.
 - (a) If the provisions of this Ordinance have been met, approve the permit.
 - (b) If the provisions of this Ordinance have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit.

- (5) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (6) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with Article 3, Section B(2).
- (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
- (b) A post-construction elevation certificate is required to be kept with the permit and certificate of occupancy in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).
- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

(12) All records pertaining to the provisions of this Ordinance shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.

(13) For any improvements made to **existing construction** located in the SFHA (as established in Article 2, Section B) ensure that a permit is obtained. Also, **conduct Substantial Improvement (SI)** (as defined in Article 6 of this Ordinance) **reviews and analysis of all structural development permit applications**. Maintain a record of the SI calculations and comments within the permit files in accordance with Section C(11) of this Article.

(14) For any residential and nonresidential structures located in the SFHAs that are damaged from any source, natural hazard or man-made, **conduct Substantial Damage (SD)** (as defined in Article 6 of this Ordinance) **assessments**.

- (a) The Floodplain Administrator shall ensure that permits are obtained, in accordance with this Ordinance, prior to any repairs commencing.
- (b) Make SD determinations **whenever structures within the SFHA area are damaged** by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
- (c) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
- (d) If required, a **moratorium may be placed on all non-disaster** related construction permits until the community has sufficiently completed its SD determinations.
- (e) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
- (f) The community shall utilize **methods and tools** for collecting building data and performing analyses that will provide **reasonable and defensible SD determinations**. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
- (g) Maintain a record of the SD calculations within permit files in accordance with Section C(11) of this Article.
- (h) If the SD determination finds that the extent that the **cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value** of the structure before the damage occurred, the Floodplain Administrator shall:
 - i. Coordinate with the property owner and issue a letter to convey the SD determination.
 - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the

structure qualifies as a repetitive loss structure per the definitions in Article 6 of this Ordinance. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.

- iii. Coordinate with property owners and insurance companies for any NFIP claims.
 - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this Ordinance are adhered to without exception or waiver.
- (i) A structure qualifies as a **repetitively damaged structure** (synonymous to repetitive loss property) if it's determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of Article 3, Section C(13) for substantial damages shall apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

If the structure is located within a SFHA and NFIP flood insurance claims were paid for each of the two flood losses then the structure is eligible for an Increased Cost of Compliance (ICC) claim. The following procedures shall be performed by the community to track repetitive losses and provide documentation necessary for an ICC claim:

- i. Maintain permit records of all reconstruction and repairs for flood damages;
 - i. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;
 - ii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
 - iii. Issue a letter of Notice of Determination to the owner of the structure.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
- i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
 - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for

the proposed work, or an inappropriate method to determine the market value of the building.

- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.

(15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**

(16) **Right of Entry**

- (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
- (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
- (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
- (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
- (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.

ARTICLE 4
PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL SFHAs and flood-prone areas regulated by the City of Madison, the following provisions are required for **all proposed development** including new construction, **reconstruction or repairs made to repetitive loss structures**, and **substantial improvements**:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1334) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with floodplain development permit file.
- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
 - (a) They are consistent with the need to minimize flood damage within the SFHA,
 - (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage,
 - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems,

- (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters,
 - (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding, and
 - (f) Adequate drainage provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.
 - (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
 - (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 - (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this Ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
 - (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this Ordinance for new construction.
 - (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

SECTION B SPECIFIC TECHNICAL STANDARDS

In ALL Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial

improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **two (2) feet above the base flood elevation (also referred to as the design flood elevation)**. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

(2) **Non-Residential Structures** - New construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **two (2) foot above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
- (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in-perpetuity.
- (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (d) Any non-residential structure, or part thereof, made watertight below the BFE shall be floodproofed in accordance with the applicable standards in ASCE 24. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.
- (e) Prior to the issuance of the Certificate of Occupancy, the following must be submitted for any non-residential structure that will be floodproofed.

- (i) An inspection and maintenance plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:
 - Mechanical equipment such as sump pumps and generators,
 - Flood shields and closures,
 - Walls and wall penetrations, and
 - Levees and berms (as applicable).
 - (ii) A Flood Emergency Operation Plan detailing the procedures to be followed during a flooding event and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must prepare the plan which shall include the following:
 - An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.
 - A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress/egress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.
 - A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.
 - An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.
 - A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.
- (3) Enclosures for Elevated Buildings - All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements of existing structures (residential and non-residential) that include **ANY fully enclosed area** below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
 - (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
 - (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
 - (iii) The bottom of all openings shall be no higher than one foot above grade;
 - (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
 - (v) Openings meeting the requirements of (3)(a)(i) – (iv) that are installed in doors are permitted.
- (b) So as not to violate the "Lowest Floor" criteria of this Ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing". The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
- (e) Mechanical, electrical, or plumbing devices shall be installed not less than two foot above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.
- (f) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the BFE. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
- (g) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:
 - (i) That the enclosed area(s) shall remain fully compliant with all parts of Article 4, Section B(3) of this Ordinance unless otherwise modified to be

fully compliant with the applicable sections of the Floodplain Development Ordinance in effect at the time of conversion.

- (ii) A duly appointed representative of the City of Madison is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
 - (iii) The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.
- (4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.

- (a) Require that all manufactured homes placed or substantially improved:
 - (i) Outside of a manufactured home park or subdivision,
 - (ii) In a new or substantially improved manufactured home park or subdivision,
 - (iii) In an expansion to an existing manufactured home park or subdivision, or
 - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood,

be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated two foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:
 - (i) The lowest floor of the manufactured home is two foot or more above the BFE; OR
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
 - (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA P-85* (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.
 - (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be

elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).

- (c) Require that all recreational vehicles placed on sites must either:
 - (i) Be on the site for fewer than 180 consecutive days,
 - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
 - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
 - (iv) Must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).
- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
 - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
 - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
 - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
 - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the City of Madison's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.
- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to two foot above the BFE as required in Article 4, Section B(1).

A permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:

- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
- (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
- (c) Must have adequate flood openings as described in Article 4, Section B(3);
- (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
- (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
- (g) Prohibit storage of any hazardous or toxic materials below the DFE.
- (h) Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
 - (i) Use is limited to parking of vehicles or storage;
 - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
 - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
 - (iv) Structures will not be used for human habitation;
 - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
- (i) Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
- (j) Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(4).
- (k) Typically, when structures are substantially damaged by any cause or will be substantially improved, communities must require that the structures be brought into compliance with all requirements for new construction. In accordance with guidance in FEMA Publication 2140, agricultural structures that are substantially damaged by flooding and agricultural structures that are repetitive loss structures are permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

- (i) If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
 - (ii) The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet floodproofing in accordance with Article 4, Section B(3), proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage conditions must be regulated as substantial improvements as provided for in this Ordinance.
 - (iii) The repaired or restored structure will continue to be an agricultural structure, as defined in this Ordinance.
 - (iv) Owners are notified, in writing, that agricultural structures approved under this subsection:
 - Will not be eligible for disaster relief under any program administered by FEMA or any other Federal agency.
 - Will have NFIP flood insurance policies rated based on the structure's risk.
 - May be denied NFIP flood insurance policies if repairs do not include the wet floodproofing requirements of Article 4, Section B(3).
 - (v) When owners elect to wet floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the requirements of Article 4, Section B(3).
 - (vi) A variance shall be required to allow wet floodproofing in-lieu of elevation or dry-floodproofing in accordance with the definitions in Article 7.
 - (1) Prohibit the storage of hazardous substances (as defined in Article 7) in any residential accessory structure located in a SFHA. Limit the storage in non-residential accessory structures to only fertilizers, petroleum products, and pesticides essential for landscaping purposes. Limit storage in agricultural structures to only fertilizers, petroleum products, and pesticides necessary for agricultural purposes. In both cases, storage shall be in strict compliance with the requirements of Article 4, Section B(9).
- (8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.

- (a) A permit that includes floodplain development shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
 - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
 - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
 - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
 - (i) Elevated to or above the DFE on platforms or structural fill,
 - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
 - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
 - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
 - (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or **attached to structures at elevations below one (1) feet above the DFE** in these areas.
 - (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
 - (g) Tank inlets, fill openings, outlets, and vents shall be:
 - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 7) which are located in the special

flood hazard area shall be built in accordance with all applicable standards in this Ordinance in addition to the following requirements:

- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
- (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
- (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:
 - (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
 - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
- (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.

It is prohibited for any outdoor storage sites, new construction and substantial improvements used for the production or storage of hazard substances (as defined in Article 7) to be located within the SFHA.

(10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas or other areas designed to convey storm water if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.

(11) Structures Elevated on Fill – Fill for structures shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and flood-related erosion and scour. The standards from ASCE 24 should be followed for any fill placed in flood hazard areas. All new construction for residential or non-residential structures may be constructed on permanent structural fill in accordance with the following:

- (a) The lowest floor (including basement) of the structure or addition along with any appurtenant utilities shall be no lower than two feet above the BFE.
- (b) The nearest wall foundation of the structure shall have a minimum setback distance of 15 feet from the edge of the floodplain boundary.
- (c) Fill used for structural support or protection shall consist of granular and earthen material that is free of vegetation and foreign or organic materials and suitable for its intended use.

- (d) The fill shall be placed in layers no greater than one foot deep before compacting and should extend at least ten (10) feet beyond the foundation of the structure before sloping below the BFE, said slope being no greater than a 1:1.5 (vertical / horizontal) ratio unless a stability analysis is provided by a registered professional engineer. However, the ten-foot minimum may be waived if a structural engineer certifies an alternative method to protect the structure from damage due to erosion, scour, and other hydrodynamic forces.
 - (e) All new structures built on fill must be constructed on properly designed and compacted fill (ASTM D-698 or equivalent) that extends beyond the building walls before dropping below the BFE.
 - (f) The top of the fill shall be no lower than one foot above the BFE.
 - (g) The fill shall not adversely affect the flow or surface drainage from or onto any neighboring properties.
 - (h) Structural fill, including side slopes, shall be protected from scour and erosion under flood conditions up to and including the base flood discharge. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection shall be provided. When expected velocities during the base flood are five feet per second or less, protection shall be provided by covering them with vegetative ground cover.
 - (i) The design of the fill or the fill standard must be approved by a licensed professional engineer.
 - (j) The applicant shall submit a Letter of Map Revision based on fill (LOMR-F) utilizing FEMA's MT-1 application forms to FEMA requesting a revision to the FIRM for the placement of fill.
 - (k) This standard is not applicable for placement of fill in a floodway; fill in a floodway is prohibited.
- (12) Compensatory Storage for Filling - Fill within the SFHA shall result in no net loss of natural floodplain storage. Compensatory storage cannot be used within the limits of floodways as depicted on FIRMs. Any development utilizing this approach shall prepare design documentation in accordance with the following:
- (a) Loss of floodwater storage volume due to filling in the Special Flood Hazard Area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
 - (b) Provide adequate documentation demonstrating the compensatory storage volume including but not limited to engineering analysis/calculations, site plan and profile drawings of the area to be filled and excavated, and environmental impact assessments for areas filled and excavated. Documentation must also demonstrate no adverse effects to neighboring properties adjacent to or upstream/downstream of the developed site.
 - (c) Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume.

- (d) The compensatory storage approach cannot be utilized in erosion-prone areas. The site being considered must be determined not to be erosion-prone by analyzing available studies, historical data, watershed trends, average annual erosion rates, flood velocities and duration of flow, geotechnical data, and existing protective works. Results of these analyses shall be documented in an engineering report, which defines the data and methodology used to determine whether or not an area is erosion-prone.
 - (e) An operations and maintenance plan for maintaining the integrity and intended volume of the compensatory storage area in perpetuity shall be included with the permit. The Plan must be approved by the Floodplain Administrator and shall be legally binding upon the owner whose property that the compensatory storage area is located.
 - (f) In lieu of providing compensatory storage as described in item (a) above, the developer may provide, as part of the Engineering Stormwater Report stamped by a Professional Engineer certified in the State of Alabama adequate documentation (including hydraulic modeling) demonstrating that the loss of flood storage volume within the SFHA does not adversely affect and neighboring properties adjacent to or upstream/downstream of the developed site. A post-development as-built analysis and model will also be required.
- (13) Incompatible Uses Prohibited in SFHAs
- (a) Lands lying within the 100-year floodplain shall not be used for:
 - (i) dumping of any material or substance including solid waste disposal sites (including manure),
 - (ii) on-site soil absorption sanitary sewage system site,
 - (iii) petroleum or chemical holding tanks,
 - (iv) construction of any wells used to obtain water for ultimate human consumption; or
 - (v) restricted confinement or permanent sheltering of animals.
 - (b) Lands lying within the 100-year floodplain shall not be used for the storage of materials that are buoyant, flammable, explosive, or injurious to human, animal, plant, fish, or other aquatic life.
- (14) Vegetative Buffer Strips (Riparian Zones) – For all activities involving construction within 25 feet of the channel, the following criteria shall be met:
- (a) A natural vegetative buffer strip shall be preserved within at least 25 feet of the mean highwater level of the channel.
 - (b) Where it is not possible to protect this buffer strip during the construction of an appropriate use, a vegetated buffer strip shall be established upon completion of construction.
 - (c) The use of native riparian vegetation is preferred in the buffer strip. Access through this buffer strip shall be provided for stream maintenance purposes.

SECTION C FLOODWAYS

Located within Special Flood Hazard Areas established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment **would not result in any increase** in BFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the development permit (including a Site Plan showing the current and proposed floodway alignment) for approval.
- (3) **ONLY** if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
 - (a) flood control and stormwater management structures;
 - (b) road improvements and repairs;
 - (c) utility easements/rights-of-way; and
 - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the development permit for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

**SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT
ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE
A-ZONES)**

Located within the SFHAs established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (4) and (5) shall apply.
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Sections B(1), B(2), B(3), B(5), B(6), B(7), B(8), B(9), B(10), B(11), B(12), B(13) and B(14).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered

professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Special flood hazard areas established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

(1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus two foot of freeboard. **If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction and the substantial improvement of a **non-residential structure** may be floodproofed in lieu of elevation. The **structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level** in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.

A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F **STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT**

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) **Preliminary plans** for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
- (6) **Final subdivision plats** that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding;
- (7) Building Sites Free of Flood Zones - Each proposed lot or parcel of a platted subdivision shall have a minimum buildable area in upland areas outside of the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable. This procedure will not result in a change to the density permitted in underlying zoning district.
- (8) Lot Configuration and Building Envelopes - To the maximum extent feasible, lots subject to this Section F shall be configured so that they lie entirely out of the floodplain with any remainder parcels being preserved as provided in subsection F(9) below. As an alternative, lots may be configured so that portions are located within the floodplain. However, building footprints of such lots shall be delineated to lie, to the maximum extent feasible, outside the floodplain. If no other option for access is practicable, driveways may be located within the floodplain.
- (9) Floodplain Land Conservation - Any portion of a parcel or lot located in a floodplain which does not include an approved building area shall be permanently protected from

development as private or public open space through a mechanism acceptable to and approved by the City of Madison. Such mechanism may include, but is not limited to, a conservation easement, Public Utility and Drainage easement, permanent deed restriction, or transfer to a non-profit conservation organization or government entity.

- (10) A Stormwater Management Plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event, if disturbing more than 25,000 square feet of land or increase or removal & replacement of greater than 1,000 square feet of impervious area. Proposals shall also include the City of Madison's MS4 permit retention requirements for the 1.14 inch, 24 hour rainfall. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation. Low impact design is encouraged to meet the retention/detention requirement including maintaining or restoring green infrastructure and the natural function of the drainage area.

SECTION G. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities, which are those for which the effects of even a slight chance of flooding would be too great, shall be located outside the limits of the SFHA or other flood hazard area regulated by the community. These types of facilities (hospitals, fire stations, police stations, storage of critical records, etc.) are given special consideration when formulating regulatory alternatives and floodplain management plans. Construction of new critical facilities (including the modification of an existing structure not previously classified as a critical facility) shall be permissible within the SFHA or other area regulated by the community only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood (a.k.a., 500-year flood).

- (1) Critical facilities constructed within the SFHAs shall have the lowest floor elevated three feet above the BFE at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.
- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
 - (a) The community's flood response plan must list critical facilities.
 - (b) Other facilities in low-risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.

- (5) The “use” classification of any structure shall not be changed to that of a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The City Council of the City of Madison shall hear and decide requests for appeals or variance from the requirements of this Ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this Ordinance. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court of Madison, Alabama.

SECTION C. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections C(3), C(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create

nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION D. VARIANCE PROCEDURES

In reviewing requests for variance, the City Council shall consider all technical evaluations, relevant factors, and standards specified in other sections of this Ordinance, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
 - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (b) Is larger than the size limits specified in Article 4, Section B(7)(i).
 - (c) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of

- flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
- (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO).
 - (e) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:
- (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
 - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
 - (c) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
 - (d) The importance of the services provided by the proposed facility to the community.
 - (e) The necessity of the facility to be at a waterfront location, where applicable.
 - (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
 - (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site.
 - (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this Ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Ordinance.

SECTION E. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's

continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City Clerk-Treasurer or the judge of probate in either Madison or Limestone County and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

ARTICLE 6 **DEFINITIONS**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

A Zone means the special flood hazard areas on a FIRM without base flood elevations determined.

Administrator means the Administrator of the Federal Emergency Management Agency (FEMA).

Accessory Structure (also referred to as Appurtenant Structures) means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures

include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

Addition (to an Existing Building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

AE Zone means the special flood hazard areas on a FIRM with base flood elevations determined.

Agricultural Structure means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

AH Zone means area of special food hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

AO Zone means an area of special flood hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet.

Appeal means a request for a review of the City Council interpretation of any provision of this Ordinance.

Appurtenant Structure (see definition for **Accessory Structure**)

AR/AE, AR/AH, AR/AO, and AR/A Zones means an area of special flood hazard on a FIRM that results from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

A99 Zone means an area of special flood hazard on a FIRM where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.

Area of Future-conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard (see definition for **Special Flood Hazard Area**)

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base Flood Elevation (BFE) means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure’s elevation determines the flood insurance premium.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Building (also see **Structure**) means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Community Rating System (CRS) means a voluntary program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Condominium Building means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

Critical Facility (aka, critical action) means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities

should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Cumulative Substantial Improvement/Damage means any combination of reconstruction, alteration, or improvement to a building, taking place during a 5-year **[or 10-year]** period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 5-year **[or 10-year]** period from the initial improvement project, an updated valuation for the structure can be used for the next time period. Damages can be from any source.

D Zone means an area in which the flood hazard is undetermined.

Dam means an artificial barrier, that has the ability to impound water, wastewater, or any liquid-borne material, for the purpose of storage or control of water.

Design Flood Elevation (DFE) means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building’s structural category. In areas designated as Zone AO on a community’s flood map, the DFE is the elevation of the highest existing grade of a building’s perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

Developed Area means an area of a community that is:

- a. A primarily urbanized, built-up area that is a minimum of 20 contiguous acres, has basic urban infrastructure, including roads, utilities, communications, and public facilities, to sustain industrial, residential, and commercial activities, and
 - i. Within which 75 percent or more of the parcels, tracts, or lots contain commercial, industrial, or residential structures or uses; or
 - ii. Is a single parcel, tract, or lot in which 75 percent of the area contains existing commercial or industrial structures or uses; or
 - iii. Is a subdivision developed at a density of at least two residential structures per acre within which 75 percent or more of the lots contain existing residential structures at the time the designation is adopted.
- b. Undeveloped parcels, tracts, or lots, the combination of which is less than 20 acres and contiguous on at least 3 sides to areas meeting the criteria of paragraph “a” at the time the designation is adopted.

- c. A subdivision that is a minimum of 20 contiguous acres that has obtained all necessary government approvals, provided that the actual “start of construction” of structures has occurred on at least 10 percent of the lots or remaining lots of a subdivision or 10 percent of the maximum building coverage or remaining building coverage allowed for a single lot subdivision at the time the designation is adopted and construction of structures is underway. Residential subdivisions must meet the density criteria in paragraph (a)(iii).

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated Building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

Encroachment means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

Existing Construction means, for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures”.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Fair Market Value means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - i. The overflow of inland or tidal waters.
 - ii. The unusual and rapid accumulation or runoff of surface waters from any source.
 - iii. Mudslides which are proximately caused by flooding as described in part “b.” of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph “a” of this definition.

Flood Damage-Resistant Material means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

Flood Elevation Determination means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of special flood hazard areas have been designated as Zones A, M, and/or E.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (see **Flood Elevation Study**)

Floodplain (or Flood-Prone Area) means any land area susceptible to being inundated by water from any source (see definition of **Flooding**).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations means this Ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as those for floodplain management, stormwater management, watershed management, grading/ earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodway (see definition for **Regulatory Floodway**)

Floodway Fringe (or Flood Fringe) means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

Floodway Encroachment Lines mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Future-conditions Hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning maps and/or comprehensive land-use plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Hazardous Substance (or Material) means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people's health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

Highest Adjacent Grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Increased Cost of Compliance (ICC) means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are elevation, floodproofing, relocation, and demolition, or any combination of these measures.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

- a. **Letter of Map Amendment (LOMA)**
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- b. **Letter of Map Revision (LOMR)**
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.
- c. **Conditional Letter of Map Revision (CLOMR)**
A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Adjacent Grade means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Ordinance. This definition applies even when the floor below ground level is not enclosed by full-height walls.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market Value (see definition for **Fair Market Value**)

Mean Sea Level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Mixed Use Building means a building that has both residential and non-residential uses.

National Flood Insurance Program (NFIP) is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

National Geodetic Vertical Datum (NGVD) of 1929 means a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

New Construction means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 15, 1978.

Non-Residential Building means, a commercial or mixed-use building where the primary use is commercial or non-habitational.

Non-residential Property means either a non-residential building, the contents within a non-residential building, or both.

North American Vertical Datum (NAVD) of 1988 means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

Post-FIRM means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

Pre-FIRM means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

Recreational Vehicle means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the Program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as “first layer” coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRM's effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a Violation means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss Agricultural Structure means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

Repetitive Loss Property means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

Residential Building means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

Residential Property means either a residential building or the contents within a residential building, or both.

Riverine means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

Section 1316 means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the

Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be implemented in instances where States or communities submit declarations specifically for that purpose.

Severe Repetitive Loss Structure means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

Sheet Flow Area (see definition for **Area of Shallow Flooding**)

Single-family Dwelling means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

Special Flood Hazard Area (SFHA) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings,

installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP.

For insurance purposes, **structure** means:

- (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;

- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Variance means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this Ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood.

X Zones (unshaded) designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

Zone of Imminent Collapse means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

ARTICLE 7
LEGAL STATUS PROVISIONS

SECTION A. SEVERABILITY

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

SECTION B. ENFORCEABILITY OF ORDINANCE AND FUTURE REVISIONS

The provisions within this Ordinance must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this Ordinance take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If the City of Madison repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, the City of Madison will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this Ordinance. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. The City of Madison agrees to revise its floodplain management Ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

SECTION C. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

READ, PASSED AND ADOPTED this 26th day of February 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-040-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH GOODWYN MILLS AND CAWOOD, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an amended contract with Goodwyn Mills Cawood, LLC, for professional engineering design and development services for roadway plans to include the preparation of four (4) additional legal descriptions for the Burgreen and Huntsville Browns Ferry Roundabout, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment No. 1 Intersection Improvements at Huntsville-Browns Ferry Road and Burgreen GMC Project No. THUN220009," 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 Goodwyn Mills and Cawood, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT NO. 1

INTERSECTION IMPROVEMENTS AT HUNTSVILLE-BROWNS FERRY ROAD
AND BURGREN ROAD
GMC PROJECT NO. THUN220009

STATE OF ALABAMA
LIMESTONE COUNTY

The AGREEMENT made on July 13, 2023, hereinafter referred to as THE ORIGINAL CONTRACT, by and between the City of Madison, Alabama, a municipal corporation (OWNER); and Goodwyn Mills Cawood, LLC (ENGINEER) is Amended as of the _____ day of _____, 2024, to incorporate the following additional work which the OWNER now desires to accomplish:

The purpose of this amendment is to provide payment for additional services performed by the ENGINEER below.

Right of Way Acquisition Preparation

Prepare the following map and information for acquisition of land and or interest of land required for roadway improvements and appurtenances:

- A. Right of Way Tract Sketch's
 - 1. Proposed roadway alignment, Right of Way lines and/or associated easements
 - 2. Determine parcel locations and size (area required and remaining)
 - 3. Acquisition tabulation for each parcel
- B. Legal Descriptions of required Right of Way and/or associated easement(s)

Right of Way Tract Preparation \$ 900/parcel Initial: _____

All terms and conditions of THE ORIGINAL CONTRACT shall remain in full force and effect.

OWNER:

ENGINEER:

CITY OF MADISON, AL

GOODWYN MILLS CAWOOD, LLC

Paul Finley, Mayor

Date

Timothy J. Westhoven

ATTEST:

Lisa D. Thomas, City Clerk

ATTEST:

RESOLUTION NO. 2024-043-R**A RESOLUTION AUTHORIZING THE MAYOR TO AMEND AN
EXISTING PROFESSIONAL SERVICES AGREEMENT WITH OHM
ADVISORS**

WHEREAS, on February 27, 2023, the City Council of the City of Madison, Alabama passed Resolution No. 2023-056 authorizing the Mayor to execute a Professional Services Agreement with OHM Advisors for professional engineering consulting services for the Balch Road and Gooch Lane Project; and

WHEREAS, on August 28, 2023, OHM Advisors submitted a written request to amend elements of the Project, to wit: expand the scope of the Agreement to include a temporary gravel connection between Wann Drive and Prairie Drive to include additional survey and design for this temporary connection; and

WHEREAS, pursuant to Resolution No. 2023-298-R, the Council agreed to amend the contract; accordingly, and

WHEREAS, on January 30, 2024, OM Advisors submitted "Balch Road and Gooch Lane Roundabout Amendment 2- Additional Professional Services" pursuant to the Department of Engineering's request that the contract be amended again to allow for additional right-of-way acquisition services (i.e. legal description and exhibit development) not included in the original agreement.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number Two to the Professional Services Agreement with OHM Advisors for professional engineering consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Balch Road and Gooch Lane Roundabout Amendment 2- Additional Professional Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to OHM Advisors in an additional

amount not to exceed four thousand five hundred (\$4,500) and in the manner detailed in the Amended Agreement to be paid from the Engineering Department's budget.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023.

Paul Finley, Mayor
City of Madison, Alabama



January 30, 2024

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

**RE: Balch Road and Gooch Lane Roundabout
 Amendment 2 -Additional Professional Services**

Dear Mr. Johnson,

We are requesting a contract amendment for elements of the project that have changed and/or evolved beyond the original scope and cost derivation signed February 28, 2023. The items are as follows:

Scope

Based on conversations and emails with the City, the City has requested the OHM provide several services related to the right-of-way (ROW) acquisition associated with the project along Balch Road and Gooch Lane. The following services apply to 4 parcels within the project footprint.

A. Exhibit Development:

Exhibit preparation was originally scoped to show new ROW and easements required for the project construction. The City has requested that those areas differentiate between the existing prescriptive county ROW easement and areas outside of that. OHM will update exhibits to show this distinction.

B. Legal Descriptions:

The City has requested legal descriptions prepared for acquisitions both within the existing prescriptive county ROW easement and areas outside of the easement. Legal descriptions will be prepared for ROW, permanent, and any temporary easements shown on the exhibits. These legal descriptions will be prepared by a licensed surveyor in the state of Alabama.

C. Field Setting Irons:

The City has requested that OHM set the new property corners as irons along the new ROW in the field to reflect what is described in the legal description and on the exhibits.

Exclusions

This contract amendment does not include writing legal descriptions for the remainder parcels after the new ROW has been acquired by the City, the remainder would be a less and except to the original deed. Also excluded is locating corners of property that are not adjacent to the new ROW beyond due diligence of establishing the sides of the properties.



Schedule

Upon authorization to proceed, OHM will conduct the scope described above. Exhibits and legal descriptions are expected to be completed within 6 weeks of amendment authorization, with field setting irons to occur thereafter. As the engineering design is independent of this scope at this point in the project, this contract amendment should not affect the engineering design schedule.

Compensation

OHM will perform the additional services on a lump sum basis for the Amendment. The Client will be invoiced for services monthly on a percentage basis.

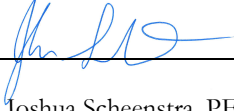
Additional Services: \$4,500

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at joshua.scheenstra@ohm-advisors.com or by telephone at (615) 610-5224.

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

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT



Joshua Scheenstra, PE

Project Manager

01/30/2024

City of Madison, Alabama
CLIENT

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

RESOLUTION NO. 2024-045-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
NIVENS & ASSOCIATES APPRAISALS, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional services agreement with Nivens & Associates Appraisals, Inc. for land appraisals near the proposed Huntsville-Browns Ferry Road & Burgreen Road Intersection improvements, said document 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 relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Nivens & Associates Appraisals, Inc. an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS the City of Madison requires the profession services in the appraisal of four (4) properties adjacent to the proposed Huntsville-Browns Ferry Road and Burgreen Road improvement Project No. 22-036 for the purpose of establishing the fair market value for land acquisitions necessary for the Project; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: provide professional appraisal reports for the value of four (4) properties near Project No. 22-036.

- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall

be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.
- I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **six thousand, six hundred dollars (\$6,600.00)**, payable as services are rendered and invoiced to City. The consultant is solely responsible for submission of invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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*

All notices to Consultant shall be addressed to:

*Darrin Nivens
Nivens & Associates Appraisals, Inc.
115 Manning Drive, Suite D202
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

NIVENS & ASSOCIATES APPRAISALS, INC.

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

February 2, 2024

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

Re: Appraisal Fee Quote for Huntsville-Brownsferry Road
& Burgreen Road Intersection Improvement Project
Project 22-036

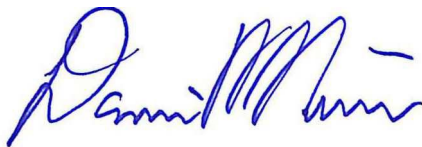
Dear Ms. Dunson:

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

The fee to complete appraisal reports on all four of these properties listed in your e-mail pursuit to this project will be **\$6,600**. The appraisal report will be prepared in a narrative format in a single appraisal report, will report separate before and after values for all four properties and will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. These reports will be completed within approximately 30 days from the date of engagement by the City of Madison.

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

Sincerely,



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

Darrin K. Nivens, MAI



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

RESOLUTION NO. 2024-036-R**RESOLUTION TO AWARD BID FOR
WAYFINDING SIGN PROJECT PHASE ONE TO TRAV-AD
SIGNS, INC.**

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2024-001-ITB for the construction and placement of signs throughout the City of Madison that would provide directions to various landmarks and areas of the City (herein “the Project”); and

WHEREAS, all sealed Bids were timely submitted, opened and read on or about January 22, 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **Trav-Ad Signs, Inc.** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to **Trav-Ad Signs, Inc.**, upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid’s Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents on behalf of the City.

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

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

SECTION 2. That award of this Project is hereby made to **Trav-Ad Signs, Inc.** as the lowest responsible, responsive bidder in the Bid amount of two hundred ninety-two thousand one hundred twenty-three dollars and thirty-seven cents (\$292,123.37), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Trav-**

Ad Signs, Inc. of the City's intent to make such aware and are also authorized to proceed with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

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

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

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

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama



2024-001-ITB / Wayfinding Project Phase 1
Issued January 3, 2024

BID TABULATION

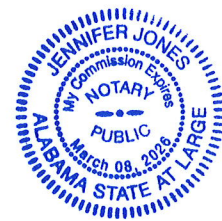
BIDDER NAME	Trav-Ad Signs, Inc.	Knight Sign Industries, Inc.	ASI Signage Innovations
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
BASE BID TOTAL	\$292,123.37	\$307,259.54	\$338,641.00

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

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 23rd day of January, 2024.

Jennifer Jones
Notary Public



Bidder Pricing Sheet

2024-001-ITB / Wayfinding Project Phase 1

Bid Sign Quantities

Sign Type	Quantity	Unit Cost	Total Cost
Directional Vehicle – Fast Traffic	9	\$ 18,793.31	\$ 169,139.79
Directional Vehicle - Decorative	11	\$ 7,945.24	\$ 87,397.64
Directional Vehicle - Decorative - sign only	1	\$ 2,639.08	\$ 2,639.08
Historic Downtown Gateway	2	\$ 6,390.22	\$ 12,780.44
Historic Downtown Gateway - sign only	1	\$ 2,598.06	\$ 2,598.06
Pedestrian Kiosk	3	\$ 5,856.12	\$ 17,568.36
Base Bid Total	27		\$ 292,123.37

Bidder Name: Karen Nabors

Address: 58 Shields Rd

City/State/Zip: Huntsville, AL 35811

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

1-22-2024
Date


Signature of Authorized Representative

City of Madison, Alabama
INVITATION TO BID
#2024-001-ITB | Wayfinding Project Phase 1
 Issued January 3, 2024

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between **Trav-Ad Signs, Inc.**, 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 in regard to a public works project (hereinafter the "Project") as described in the Invitation to Bid.

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

ARTICLE I. GENERALLY

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

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

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

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

D. Integration; Contract Terms and Construction.

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

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

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.

3. The terms “include,” “including,” and similar terms are construed as if followed by the phrase, “without being limited to”.
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
5. No inference in favor of or against any party shall be drawn from the fact that such party or such party’s counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

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

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

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

I. Alabama Immigration Law. By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor has provided a written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the “Immigration Law Compliance Statement” which is included in the Invitation to Bid.

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

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

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **two hundred ninety two thousand one hundred twenty three dollars and thirty seven cents (\$292,123.37)**.

B. Estimated Quantities and Unit Prices. If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Bid are unit prices. The estimated quantities as stated in the Bid and as indicated on the plans are approximate only; are subject either to increase or decrease; and are only for the purpose of comparing on a uniform basis the Bids offered for the Project under this Contract. Contractor further agrees that, should the quantities of any of the items of the work be increased, it will perform the additional work at the unit prices set out in the Bid and that, should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

C. Overtime Work by Contractor. If the Contractor, for his convenience and at his own expense, should desire to carry on his work outside the hours of 7:00am 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.

D. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project

completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

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

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

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

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

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

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

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

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the

City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof pursuant to *Ala. Code* §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance, or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

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

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

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

1. Minor changes for a total monetary amount less than that required for competitive bidding.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.
4. Changes provided for in the original bidding and 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, subject to Alabama Bid Law exceptions.

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

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

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

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

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

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within six (6) months.

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.

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 ensuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

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

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

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

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

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

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

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

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

I. Protection of Existing Utilities. Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall so notify the owners thereof at least seventy-two (72) hours prior to any such construction

activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service. The cost for locating, uncovering, and protecting underground and/or overhead utilities is included within the Contractor's Bid price.

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

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

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

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

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

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

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

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

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

provide the same. Where deemed necessary by either the Contractor or the City, the Contractor shall submit a plan to the City Representative for approval before commencing construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods, and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner

without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

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

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

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

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

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

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activities in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly

arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.

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

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>

Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

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

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

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

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must 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 and shall include in his Bid a sufficient amount to cover 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” which is included in the Invitation to Bid. 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 and ITB.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

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

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall

replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

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

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

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

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

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

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

ARTICLE IX. LAWS, PERMITS

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

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

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

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

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

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

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

3. **All notices to the City shall be addressed as follows:**

Director of Development Services
City of Madison Planning Department
100 Hughes Road
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:

Trav-Ad Signs, Inc.
58 Shields Road
Huntsville, Alabama 35811

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

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

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

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

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

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. However, in no event shall any portion of this Agreement be assigned to an unsuccessful Bidder whose Bid was rejected because he or she was not a responsible or responsive Bidder.

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

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

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

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

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

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

CITY OF MADISON, ALABAMA
a municipal corporation

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

S

ss

ss

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

Notary Public

Trav-Ad Signs, Inc.

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

ss

ss

COUNTY OF MADISON

S

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Trav-Ad Signs, Inc., 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 _____, 2024.

Notary Public

RESOLUTION NO. 2024-047-R**A RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING FOR PARTICIPATION IN THE
NORTH ALABAMA DRUG TASK FORCE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding North Alabama Drug Task Force," with the Alabama Law Enforcement Agency State Bureau of Investigation and the other participating state and local agencies to memorialize and certify that investigators from each of these agencies have agreed to work together as the North Alabama Drug Task Force to enforce the controlled substance laws of the State of Alabama; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the renewed MOU for the upcoming fiscal year 2024, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, 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 the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING
NORTH ALABAMA DRUG TASK FORCE

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President of The City Council of the
City of Huntsville, Alabama
Date:_____

MEMORANDUM OF UNDERSTANDING

NORTH ALABAMA DRUG TASK FORCE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Memorandum") made and executed this _____ day of February, 2024 by and between the Alabama Law Enforcement Agency, Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, and the City of Huntsville (each of which is sometimes referred to herein individually as an "agency" and collectively as the "agencies").

PURPOSE

This Memorandum memorializes and certifies that the above-mentioned agencies have agreed to continue to work in conjunction with each other to effectively enforce the controlled substance laws of the State of Alabama as expressed in the Alabama Criminal Code Title 13A, Code of Alabama, 1975, and applicable federal criminal statutes, including, but not limited to, those found in Title 21 of the United States Code. These cooperative enforcement efforts shall continue to be accomplished by the utilization of a drug task force rather than relying totally on individual agency enforcement efforts. This task force concept helps insure a well-coordinated, drug enforcement program and increases the flow of drug-related intelligence information between the various law enforcement agencies in the North Alabama area.

PROBLEM STATEMENT

Illegal drug traffic and associated crime continues to be a problem in North Alabama. The location of high-tech industry with high salaries in the area and associated publicity attracts even more of the criminal element, which can be identified as a prime cause for the increase in major crimes.

Drug overdoses, burglaries, and thefts committed to finance drug use also continue to occur. Intelligence information obtained by law enforcement agencies suggests an increase in the number of drug users and traffickers who are operating with increasing volume. The known instances of out-of-state subjects appearing with large amounts of marijuana, cocaine, heroin, and illegal prescription medications have also increased. Furthermore, increased use of illegal narcotics and drug-related overdose deaths present new challenges that are best addressed by coordination among law enforcement.

NEED STATEMENT

Traffickers must not be able to operate with little fear of detection and prosecution. No single agency within North Alabama has the resources necessary to combat the narcotics problem on its own. Working together, the agencies will commit sufficient resources to maintain a sustained drug enforcement program that drug dealers should consider a serious threat.

During the past several years, numerous potential drug investigations have been successful because of the additional manpower, vehicles, and other resources brought together by the agencies. Public sentiment against the illegal production, sale, and illegal use of controlled substances has never stronger. This public support serves as a solid foundation for needed and desired increases in the drug enforcement efforts in our area.

Section I.

Goals and Directives

The agencies enter this Memorandum to express their intent to continue the North Alabama Drug Task Force as an Alabama non-profit corporation for the purpose of combining investigative resources in the enforcement of drug, narcotics and controlled substance laws in the State of Alabama and the investigation of other drug-related criminal activity pursuant to Alabama Criminal Code Title 13A and applicable federal law. The specific goals and directives of the North Alabama Drug Task Force are as follows:

1. Initiate investigations involving all levels of drug dealers with the overall objectives of identifying and apprehending major traffickers.
2. Assist police agencies on specific drug problems within their respective jurisdictions as needed.
3. Share with other agencies on specific drug problems within their respective jurisdictions as needed.
4. Provide training to the participating law-enforcement agencies in the areas of narcotics investigations.
5. Conduct public presentations to service clubs and civic groups at the request of participating agencies.
6. Provide a summary of the quarterly report and an annual report to all participating agencies.
7. Make periodic assessment of the unit's policies and report recommendations for changes to the Executive Board of North Alabama Drug Task Force within 90 days of completion of the assessment.

Section II.

Executive Board

The department head from each participating agency, listed in Section V, shall serve on a governing board which shall be responsible for the overall policies of the North Alabama Drug Task Force. The governing board shall be known as the North Alabama Drug Task Force Executive Board (hereinafter, the "Executive Board" or the "Board"), and shall include:

Police Chief, City of Huntsville
 Police Chief, City of Madison
 Sheriff, Madison County
 Captain, Alabama Law Enforcement Agency
 Assistant Special Agent in Charge, FBI Birmingham Field Office

Section III.

Meetings

The North Alabama Drug Task Force Executive Board shall meet on a bi-annual basis for the purpose of reviewing the activities of the North Alabama Drug Task Force. The Board may evaluate and adjust the goals of the unit if drug problems in the North Alabama area suggest such changes.

Section IV. **Voting**

Each member of the North Alabama Drug Task Force Executive Board shall have an equal vote. Executive Board members shall attend meetings and vote on North Alabama Drug Task Force business. **Four (4)** Executive Board members shall constitute a quorum. A majority vote (at least **4** votes) shall be required to pass action items brought before the Board by the North Alabama Drug Task Force Commander. Any action items brought before the Board without the recommendation of the North Alabama Drug Task Force Commander shall require a unanimous vote of all voting members. Representative votes shall be limited to emergency situations.

One member of the Executive Board shall be elected chairman. Minutes of the meeting shall be made on all votes and any other action taken.

Section V. **Personnel**

Each participating agency will assign personnel to the North Alabama Drug Task Force as follows:

Alabama Law Enforcement Agency – four full-time officers
City of Huntsville Police Department – ten full-time officers
City of Madison Police Department – one full-time officer
Madison County Sheriff's Department -- one full-time officer
FBI Birmingham--one part-time agent

Section VI. **Salaries and Duty Assignments**

Each participating agency shall be responsible for the full payment of salary for their personnel assigned to the unit and such salary shall be deemed to be full salary, due and payable to such assigned personnel while on duty with the unit. Overtime compensation will be approved by each agency for its participating personnel under its rules and regulations. Any issue raised by an agency concerning the propriety of the hours worked (or to be worked), the tasks or responsibilities assigned to its personnel shall be raised first with the North Alabama Drug Task Force Commander and, if not satisfactorily resolved, with the Executive Board at any regular or special meeting. Each North Alabama Drug Task Force member that is assigned in a full-time task force officer (TFO) capacity to a federal agency shall have all overtime compensation paid for by that federal agency, subject to those funds being allocated by Congress to each said federal agency for the purpose of overtime compensation, and subject to appropriate designation as funding for the High Intensity Drug Trafficking Area (HIDTA) Task Force.

Section VII. **Vehicles**

North Alabama Drug Task Force shall be responsible for providing a vehicle for personnel assigned, if available. Discretion as to the source of such vehicles shall be determined by the North Alabama Drug Task Force Commander with approval by the board, which may include agency owned, leased, rented, and/or other vehicles that may be borrowed or paid for by private contribution through civic organizations, etc., consistent with policies adopted by the parent agency. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It should be the responsibility of any federal agency participating in North Alabama Drug Task Force to provide full-time task force officers (TFOs) with assigned vehicles. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It is noted that the NADTF is not an FBI-led task force and that any full-time TFO assigned to an FBI-led taskforce would be provisioned a vehicle as detailed in the Memorandum of Understanding (MOU) between the FBI and the TFO's agency.

Section VIII. **Seizure and Forfeiture**

The Board, as it may deem appropriate, may adopt policies and/or regulations concerning seizures, forfeitures, and condemnation procedures, including the equitable division of those seizures amongst the participating agencies. State and Federal equitable Division policies will be based on agency participation, and the recommendation of the North Alabama Drug Task Force Commander. The Board shall adopt a State forfeitures/seizures policy at least annually. Equitable division of State and Federal forfeitures/seizures shall follow the below North Alabama Drug Task Force Seizure Split chart:

NORTH ALABAMA DRUG TASK FORCE Seizure Split for State Cases		
Agency	ORI	Percentage Split
North Alabama Drug Task Force Unit	AL # 04701100	30%
Huntsville Police Department	AL #0470100	30%
Madison Co. District Attorney's Office	AL # 047015A	25%
Madison County Sheriff's Department	AL # 0470000	5%
Madison Police Department	AL # 0470200	5%
Alabama Law Enforcement Agency	AL # ALEA0000	5%

Section IX. **Claims**

Each party to this Memorandum shall be solely liable for all claims, demands, damages, attorneys' fees, and other costs arising from or relating to the respective party's performance under this Memorandum, including, but not limited to, all liability, claims, demands, attorneys' fees, and other costs arising from or relating to any defects in the vehicles or other equipment supplied or operated by the respective party pursuant to this Memorandum and/or negligent acts or omissions of an employee of the respective party which occurs in the performance of this Memorandum.

Each participating agency shall be solely liable for any and all worker's compensation benefits for personnel which are employed by them and are injured in the course and scope of their duties while assigned to the North Alabama Drug Task Force.

Section X.

Termination

Any jurisdiction desiring to terminate its participation in this Agreement shall indicate such intent, in writing to the North Alabama Drug Task Force Executive Board. Termination of participation in this Agreement by such jurisdiction shall be deemed to take effect not less than thirty (30) days upon written communication of intent to the Executive Board. Any obligation of an agency to defend any actions, claims or lawsuits arising from its performance under this Memorandum shall survive termination of this Memorandum by any party.

Section XI.

No Joint Venture or Partnership Created

This Memorandum is not intended to form, nor can be construed to form, either explicitly, implicitly or otherwise, a joint venture, partnership, or other formal business organization. No agency participating in North Alabama Drug Task Force can be bound by another agency participating in North Alabama Drug Task Force acting as its agent except as specifically stated in this Memorandum.

Section XII.

Effect of Headings and Table of Contents

The Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section XIII.

Date of Memorandum

The date of this Memorandum is intended as and for a date for the convenient identification of this Memorandum and is not intended to indicate that this Memorandum was executed and delivered on said date.

Section XIV.

Severability Clause

If a court holds any part, term, or provision of this Agreement to be unenforceable, the validity of the remaining portions, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

Section XV.

Governing Law

This Memorandum shall be construed in accordance with and governed by the laws of the State of Alabama.

Section XVI.

Counterparts

This Memorandum may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Section XVII. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

Section XVIII. **No Implied Waivers**

The failure of either party to this Memorandum to insist upon the performance of any of the terms and conditions of this Memorandum, or the waiver of any breach of any of the terms and conditions of this Memorandum, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section XIX. **Amendment of Memorandum**

This Memorandum may be amended with the written consent of each of the agencies which is a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

CITY OF HUNTSVILLE, ALABAMA

Mayor Tommy Battle

Police Chief Kirk Giles

MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF'S DEPARTMENT

Sheriff Kevin Turner

CITY OF MADISON

Mayor Paul Finley

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

Carlton Peoples
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Secretary Hal Taylor

RESOLUTION NO. 2024-048-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING WITH MADISON COUNTY FOR JOINT TRAFFIC
OPERATIONS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Joint Traffic Operations Memorandum of Agreement," with Madison County to memorialize it's agreement for sharing duties during joint traffic operations; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the renewed MOU for the year of 2024, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, 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 the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

JOINT TRAFFIC OPERATION MEMORANDUM OF AGREEMENT

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

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

WHEREAS, the Parties recognize that cooperative enforcement of the City’s and County’s traffic laws will promote public health, safety and welfare for both City and County residents; and

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

1. **Joint Traffic Operation:** The Madison County Sheriff’s Office (“MCSO”) hereby authorizes and empowers the City of Madison’s Police Department’s (“MPD”) Traffic Unit to enforce traffic violations within the boundaries of Madison County. These powers include the ability to arrest individuals, impound vehicles and perform other acts that are regularly performed as part of the enforcement of traffic violations. This power to MPD officers only exists when the MPD-Traffic Unit is working directly with the MCSO, with the MCSO present¹, as part of a joint operation. At all other times, MPD officers do not have any powers to enforce traffic violations outside the city limits of the City.
2. **Policies and Procedures of the Respective Law Enforcement Officials:** MPD officers that are operating under a Traffic Joint Operation as set forth in Section 1 of this Agreement, shall follow MPD’s own personnel policies and procedures. Similarly, MCSO deputies that are part of the Joint Operation will follow MCSO’s own personnel policies and procedures.
3. **Chain of Command:** The placement and day-to-day assignment of each MPD officer working as part of a Joint Operation as set forth in Section 1 of this Agreement is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. MPD officers will comply with their own internal chain of command and shall have no direct authority over MCSO deputies. Similarly, the placement and day-to-day assignment of each MCSO Sheriff’s deputy working as part of a Joint Operation as set forth in Section 1 is within the sole discretion of and under the supervision of the

¹ Present is defined as “in the designated area that the joint operation is being conducted.” An MCSO deputy does not need to be in the vehicle with an MPD officer in order for MCSO to be considered present. As long as an MCSO deputy is within the designated area where the joint operating is being conducted, then the MCSO deputy is considered present and the MPD officers have enforcement powers set forth above.

Madison County Sheriff or his designee. MCSO deputies will comply with their own internal chain of command and shall have no direct authority over MPD officers.

4. Compensation: MPD officers and MCSO deputies will continue to be compensated by their respective employers even while performing duties as part of a Joint Operation as described in Section 1 of this Agreement.
5. Good faith: The City and the County each pledge to act in good faith in fulfilling the terms and conditions of this Agreement.
7. Independent Liability: The City and MPD officers, in the performance of their operations as part of a Joint Operation as set forth in Section 1, shall not be deemed to be an agent of the County. The County does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the County or entitled to any compensation, adjustments, or other benefits inuring to employees of the County. Similarly, the County is not liable for any third-party claims made against the City and MPD relating to the conduct of MPD officers as part of said Joint Operation.

Similarly, the County and MCSO deputies, in the performance of their operations as part of a Joint Operation as set forth in Section 1, shall not be deemed to be an agent of the City. The City does not and will not assume any responsibility for the means by which or manner in which services by the County provided herein are performed, but on the contrary, the County shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the County be deemed or construed to be employees of the City or entitled to any compensation, adjustments, or other benefits inuring to employees of the City. Similarly, the City is not liable for any third-party claims made against the County and MCSO relating to the conduct of MCSO deputies as part of said Joint Operation.

8. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
9. Termination: Both Parties agree that this Agreement may be terminated at any time by either Party.
10. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties.

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

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

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

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

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

Notary Public

MADISON COUNTY, ALABAMA

By: _____
Mac McCutcheon, Madison County Commission Chairman

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Mac McCutcheon, whose name as the Chairman of the Madison County Commission is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the County of Madison, Alabama.

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

Notary Public

RESOLUTION NO. 2024-046-R**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE CITY OF MADISON
BOARD OF EDUCATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Transportation Agreement" to provide buses during an Easter Event on March 23rd, 2024; and

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

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**City of Madison Board of Education
Transportation Agreement
With
The City of Madison**

This agreement is made between the City of Madison Board of Education (hereinafter “MCS”) and the City of Madison (hereinafter “Customer”).

1. **Term:** The term of this Agreement will be for the duration of the City of Madison’s Easter Event scheduled for March 23rd (herein “the Event”).

Scope of Services to be provided: MCS will provide transportation services to the Customer using MCS buses driven by MCS bus drivers during the term of this agreement for the following event or purposes:

- Easter Event- March 23rd, 2024 (Sunday) between 8:00 a.m. and 1:00 p.m.

2. **Compensation for Service:** Customer will pay MCS on the following basis:

\$2 per hour per bus and driver provided per route.

Other Terms Applicable to Services under this Agreement:

\$3.19 per mile and per bus

Payment: Payment of all invoices issued under this Agreement shall be due upon receipt and shall be delinquent after thirty (30) days. A late fee of Fifty Dollars (\$50.00) shall be applied to all invoices unpaid after thirty (30) days and for each additional thirty (30) days thereafter as long as the invoice remains unpaid.

3. **Indemnification:** Customer indemnifies and holds the Board harmless for any negligent or intentional act or omission of the City of Madison, its employees or agents, in any manner connected with the Independence Day Fireworks Display and provision of the referenced transportation service, including but not limited to the Customer’s responsibility to provide adequate security and traffic direction, parking assistance, assistance with loading or unloading of passengers on buses, or other services related to this event. The obligation to indemnify shall survive the termination of this Agreement.

- 4. **Immigration Compliance:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 5. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party in advance of the Event.
- 6. **Notices:** All notices under this Agreement shall be given as shown below:

Customer:	Attn: Paul Finley, Mayor Madison Municipal Complex 101 Hughes Road Madison, AL 35758
City of Madison Board of Education:	Attn: Dr. Ed Nichols, Superintendent Madison City Schools 211 Celtic Drive Madison, AL 35758

DATED this ____ day of February 2024.

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____
Paul Finley, Mayor

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent