



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
November 14, 2022

AGENDA NO. 2022-21-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Tommy Gray, Lead Pastor Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. REORGANIZATION OF THE CITY COUNCIL OF THE CITY OF MADISON, AL

6. AMENDMENTS TO AGENDA

7. APPROVAL OF MINUTES

A. Minutes No. 2022-05-WS, dated October 19, 2022

B. Minutes No. 2022-01-SP, dated October 19, 2022

C. Minutes No. 2022-20-RG, dated October 24, 2022

8. PRESENTATIONS AND AWARDS

A. Fire Chief David Bailey - Presentation of Firefighter Awards; Captain Richard Ennis, Captain Michael Sedlacek, Driver Travis Tanner, Firefighter Giles Durisseau, Firefighter Tyler Drew, Firefighter Geoffrey Aplin, Firefighter Luke Hall, Firefighter Samuel Yates, HEMSI Paramedic Jean Humphrey, HEMSI EMT Blake East, HEMSI Paramedic John Blankenship, HEMSI EMT Dustin Morrow, Officer Logan Grant, Officer Brock Echols and Meghan Williams

9. 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

10. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Authorization of payment to Barge Design Solutions, Inc. in the amount of \$13,750.95 for professional services completed on CIP Project. No. 19-047, Wall Triana and I-565 Intersection Improvements, ATRP2-45-2020-327 (Invoice No. 20405, Payment No. 4 on PO No. 2022-1151) (To be paid from 2015-A Bond Account)
- B. Authorization of payment to Rogers Group, Inc. in the amount of \$9,386.74 for work completed through 9/30/2022 on CIP Project. No. 20-028, Celtic Dr. Middle School Infrastructure (Invoice No. 46381) (To be paid from 2020-A Bond Account)
- C. Authorization of payment to Croy Engineering, LLC. in the amount of \$626.50 for professional services completed on CIP Project. No. 20-028, Celtic Dr. Middle School Infrastructure Project (Invoice No. 26170, Payment No. 3 on PO No. 2022-0448) (To be paid from 2020-A Bond Account)
- D. Authorization of payment to Morell Engineering, Inc. in the amount of \$100.00 for ADEM Inspections completed through 9/12/22 on CIP Project. No. 20-028, Middle School Infrastructure Project (Invoice No. 20511) (To be paid from 2020-A Bond Account)
- E. Authorization of payment to Wiregrass Construction in the amount of \$299,652.81 for work completed from September 1 through September 31 on CIP Project. No. 20-028, Middle School Infrastructure Project; Bid 2021-008-ITB (Estimate No. 10; \$168,573.08 to be paid from Neighborhood Paving, PO 2022-1110; \$131,079.73 to be paid from 2020-A Bond Account)
- F. ACCEPTANCE OF DONATIONS AND APPROPRIATIONS**

Acceptance of donation from Senator Tom Butler in the amount of \$5000 to the Fire Dept (receipted to the Fire Dept donation account)

11. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

12. BOARD/COMMITTEE APPOINTMENTS

- A. Reappointment of Lisa Laurendine to Place 5 of the Zoning Board of Adjustment and Appeals with a term expiration of December 31, 2025
- B. Appointment of David Kessler to Place 3 on the Zoning Board of Adjustment and Appeals from Supernumerary 1 Position to fill an unexpired term

13. 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.

14. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2022-283-R:** Authorizing a professional services agreement with Goodwyn Mills and Cawood, LLC in an amount not to exceed \$130,750.00 for engineering design services for Project 22-024 (Drainage Project addressing Mill Creek Ditch Erosion) (to be paid from Public Works department budget)
- B. **Resolution No. 2022-293-R:** Authorization of a professional services agreement with Halliburton Surveying & Mapping, LLC. in the amount of \$3,200.00 for topographic and boundary survey along Segers Road (to be paid from Engineering Department budget)
- C. **Resolution No. 2022-301-R:** Accepting into public use and maintenance the subdivision improvements for 3 Park Preserve, Phase 2

FIRE & RESCUE

- A. **Resolution No. 2022-300-R:** Authorizing a renewal agreement with mySidewalk, Inc. for a CRAIG 1300 Pro subscription in the amount of \$900 for a one-year term (to be paid from Fire Department budget)

LEGAL

- A. **Resolution No. 2022-295-R:** Obligating the American Rescue Plan Act funds for the purchase and renovation of the Hexagon property (\$5,003,914 in Funds to be Allocated)
- B. **Resolution No. 2022-294-R:** ratifying an agreement with Hand Arendall Harrison Sale regarding General Obligation economic development warrants for the purpose of financing "flyover ramps" for access to and from Interstate 565 at the Town Madison exit
- C. **Resolution No. 2022-289-R:** Ratification of Funding Agreement for Town Madison (First Reading October 24, 2022)
- D. **Resolution No. 2022-304-R:** Acceptance of Bid for Construction of I-565 Phase Two Westbound Ramp C and D Interchange
- E. **Proposed Ordinance No. 2022-287:** Assenting to the annexation of the Clift Farms Publix into the City of Madison (First Reading October 24, 2022)
- F. **Proposed Ordinance No. 2022-309:** Authorization for the City of Madison Municipal Court to implement a diversion program for first-time offenders (First Reading)
- G. **Resolution No. 2022-310-R:** Authorization of General Fund Payment for Construction with repayment from Bond

PLANNING

- A. **Proposed Ordinance No. 2022-265:** Vacation of a utility and drainage easement located within Wann Property Subdivision, west of County Line Road and south of Huntsville-Browns Ferry Road (First Reading October 24, 2022)
- B. **Proposed Ordinance No. 2022-298:** Establishing an Arts & Entertainment District in Town Madison (First Reading)
- C. **Proposed Ordinance No. 2022-307:** Rezoning approximately three acres at 1770 Slaughter Road from R-1A (Low Density Residential) to AG (Agriculture). This ordinance replaces Ordinance No. 2021-365.

POLICE

- A. **Resolution No. 2022-302-R:** Authorization of Memorandum of Understanding with AshaKiran for translator services (no charge to City)

RECREATION

- A. **Resolution No. 2022 -285-R:** Authorizing the purchase of a restroom building from Public Restroom Company for the Kids Kingdom II project in the amount of \$346,543 (to be paid from Recreation Department Budget).
- B. **Resolution No. 2022-299-R:** Authorization to enter into an agreement with Madison City Schools for transportation services for the City of Madison Christmas parade to be held on December 10, 2022.
- C. **Resolution No. 2022-303-R:** Authorization to agree to membership conditions for the Miracle League (\$500 fee to be paid from Recreation Department budget)

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. ADJOURNMENT

17. AGENDA ITEMS

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. 2022-05-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
October 19, 2022**

The Madison City Council met for a public work session on Wednesday, October 19, 2022, 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 5:30 p.m. by Council President Greg Shaw.

The following elected governing officials were in attendance

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Coordinator Toby Jenkins, Information Technology Support Technician Garrett Gillott, Fire Chief David Bailey, Revenue Director Cameron Grounds, Director of Development Services Mary Beth Broeren, and City Administrator Steve Smith

City Attorney Brian Kilgore brought to Council and Mayor Finley the following items to be discussed during the Public Work Session:

- Presentation on the financial plan for Town Madison Cooperative District given by Rushton Rice, Financial Advisor and President of Rice Advisory, LLC.
- Draft of Resolution No. 2022-286-R that authorizes the Mayor to execute an agreement with Cliff Home Place, LLC
- Funding agreement whether to accept a bid on Flyover
- Proposed annexation of Clift Farms Publix

Financial Advisor and President of Rice Advisory, LLC. Rushton Rice presented a summary of the financing plan for the Town Madison Cooperative District to Mayor Finley and Council, and all those in attendance. A copy of the presentation is attached to the official Minutes.

Council and Mayor Finley asked numerous questions and District 2 County Commissioner Steve Haraway expressed he was glad we were considering the new funding agreement.

City Attorney Brian Kilgore discussed with Council and Mayor Finley the funding agreement, invitations to bid the Phase II Flyovers, and the timeline.

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

Motion carried.

The meeting was adjourned at 7:23 p.m.

Minutes No. 2022-05-WS, dated October 19th, 2022, read, approved and adopted this 14th day of November 2022.

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

Mari Bretz
Recording Secretary



**MINUTES NO. 2022-01-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
October 19, 2022**

The Madison City Council met for a special called meeting on Wednesday, October 19, 2022, at 7:23 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 7:23 p.m. by Council President Greg Shaw.

The following elected governing officials were in attendance

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Coordinator Toby Jenkins, Information Technology Support Technician Garrett Gillott, Fire Chief David Bailey, Revenue Director Cameron Grounds, Director of Development Services Mary Beth Broeren, and City Administrator Steve Smith

RESOLUTION NO. 2022-286-R: AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CLIFT HOME PLACE, LLC

Council Member Seifert moved to approve Resolution No. 2022-286-R. Council Member Wroblewski seconded. Council President Shaw asked for any discussion. Council Member Bartlett asked City Attorney Brian Kilgore if the draft for the letter agreement has been sign by Mr. Breland. City Attorney Brian Kilgore replied that it had not been executed in advance of the meeting tonight. Council Member Bartlett received a question from Outside Council R. Preston Bolt Jr. about amending paragraph 1, in the letter agreement to include two options for the funding agreement. City Attorney Brian Kilgore agreed to the amendment.

Council Member Bartlett moved to amend the current motion to approve the letter agreement by adding the words "or to pay directly the principal and interest on the existing district bond" before "(the "Funding Agreement")" on paragraph (1). Council Member Seifert seconded. The vote was taken and recorded for the amendment as follows:

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

Motion carried

The vote was taken and recorded for Resolution No. 2022-286-R.

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

Motion carried

Council President Shaw asked if there was any other discussion.

Mayor Finley thanked Financial Advisor and President of Rice Advisory, LLC Rush Rice, Outside Council R. Preston Bolt Jr., Council President Shaw, and Council Member Bartlett for their time on this matter. Council President Shaw thanked the Mayor's office for all their work on this matter as well.

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

Motion carried.

The meeting was adjourned at 7:29 p.m.

Minutes No. 2022-01-SP, dated October 19th, 2022, read, approved and adopted this 14th day of November 2022.

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

Mari Bretz
Recording Secretary



**MINUTES NO. 2022-20-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
October 24, 2022**

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

The Madison City Council met in regular session on Monday, October 24, 2022, 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 Greg Shaw.

City Clerk-Treasurer Lisa D. Thomas provided the invocation followed by the Pledge of Allegiance led by Greg Shaw.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Director Jason Colee, Information Technology Support Technician Garrett Gillott, Information Technology Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, Revenue Director Cameron Grounds, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, and Recreation Director Kory Alfred

Public Attendance registered: Henry W. Massie, Katie Beasley, Tiffany Knox, Bill Schmidt, Mitzi Adams, Kandie S. Talz, Nicholas Tate, Eddie Lobdell, Larry Vannoy, Jocelyn Broer, Joey

Ceci, Audrey Groger, Elizabeth Swaine, F. Denise Swaine, Sandy Groger, Jewnnifer Coe, and Charity Stratton

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2022-19-RG DATED OCTOBER 10, 2022

Council Member Powell moved to approve Minutes No. 2022-18-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF BOYS AND GIRLS STATE BY POST COMMANDER LARRY VANNOY AND VICE COMMANDER JEAN DOWNS FROM AMERICAN LEGION POST 229

Post Commander Larry Vannoy addressed Mayor Paul Finley and Council regarding what is currently happening with the American Legion and its community outreach. Post Commander Larry Vannoy reminded everyone that Veterans week is coming up and that they are hosting a prayer breakfast at the YMCA in Madison.

Post Commander Larry Vannoy introduced Vice Commander, and President of the Auxiliary of Post 228, Jean Downs. Vice Commander, and President of the Auxiliary, Jean Downs gave a brief overview of the American Legion Boys State and Girls State programs and then introduced the attendees.

The Boys State attendees recognized this evening were:

- Jaxon Yamagushi – James Clemens
- Noah Little – Bob Jones
- Andrew Millar – James Clemens
- Nathan Tate – Bob Jones

The Girls State attendees recognized this evening were:

- Audrey Kroger – Bob Jones
- Katie LaFerrera – Bob Jones

- Elizabeth Swaine – James Clemens

Girls State attendee, Elizabeth Swain thanked Mayor Paul Finley and Council for being recognized. Elizabeth also thanked the Auxiliary and the American legion for providing the opportunity for her and all the other attendees. Elizabeth said that State reminded her of the beautiful diversity that not only exists in Madison but in other parts of Alabama.

Boys State attendee, Jaxon Yamagushi addressed Mayor Paul Finley and Council regarding his opportunity in Boys State and how he was able to learn different things regarding government and the passing of bills through the Senate.

Mayor Paul Finley thanked the American Legion for all their continued support and how fully engage there are with the city which citizens benefit from.

SOLAR ECLIPSE PRESENTATION FROM NASA ASTROPHYSICIST, MITZI ADAMS

NASA Astrophysicist, Mitzi Adams addressed Mayor Paul Finley and Council regarding the partial solar eclipse happening on October 14, 2023 and April 8, 2024. While this one is not going to be a total eclipse such as the one in 2017, but you will notice partial darkness. The eclipses are going to criss-cross the United States. Ms. Adams provided a handout with information on how to view the eclipse in a safe manner. Ms. Adams hopes that promotion of the eclipse will encourage folks into events that are of Science, Technology, Engineering, Mathematics, and Arts.

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.*

MS. JOCELYN BROER

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

- Thanked Council and Mayor Finley for the traffic light at Hardiman and Burgreen Road.
- Capital Improvement Plan not including any pedestrian accommodation in the form of sidewalks at the intersection of Hardiman and Burgreen Road. Ms. Broer asked Council and Mayor Finley whom she should contact about additional funding so that children can cross the street safely. Ms. Broer also requested an additional warning light by the blind corner as you approach the light.
- Work Session/Executive Session held on September 7, 2022: the lack of notification when Council came out of Executive Session and went back into Work Session.

Council President Shaw explained to Ms. Broer that when they finished their Executive Session some Council Members started to talk about the school board. At that time Council

President Shaw advised that if they were going to talk through it, they would have to do it formally or disperse as they could not do it there. At that time Council Member Wroblewski was called back to the council chambers. Once Council Member Wroblewski arrived, they got legal confirmation from City Attorney Brian Kilgore to discuss it. Council President Shaw advised Ms. Broer that it was not planned, and that the discussion was done legally as City Attorney Brian Kilgore and City Clerk-Treasurer Lisa D. Thomas were present.

Mayor Finley confirmed with Ms. Broer that her concern about crosswalks by the intersection of Hardiman and Burgreen would become his responsibility to investigate it.

MS. MARGI DALY:

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

- Bond issuance for the building of the on ramp to I-565
- Inconsistent microphone usage during meetings
- Town Madison progress
- The amount of committee meetings
- Council management, city management, and the laws

MS. JENNIFER COE:

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

- Inconsistent microphone usage during Finance Committee meeting
- Denial of Finance Committee report
- Donation by Madison Visionary Partners for pavilion
- Funding agreement for Town Madison

MS. HEATHER MORGAN

Ms. Morgan speaking on the behalf of I Vote Madison appeared before Council and Mayor Finley to voice her concerns on the following items:

- Thanked Council for recording and archiving of the meetings, but feels more work on transparency needs to be done
- Inconsistent microphone usage during meetings
- Work Session/Executive Session held on September 7, 2022: the lack of notification when Council came out of Executive Session and went back into Work Session.
- Lack of transparency regarding Board of Education
- Minimal amount of Work Session
- More time on notification of Work Session meetings

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Bartlett reported on the Finance Committee that was held on Tuesday, October 18th the following items:

- Issuing a Request for Proposal (RFP) for banking services to compare rates in early 2023 since we have had the same banking services since 1998
- American Rescue Plan Act (ARPA) funding discussion with Fire Chief Bailey and Police Chief Gandy for the use of a Fire station and a Police Substation south of I-565 with inclusion of bike patrol for Town Madison. Possible resolution for Council on the November 14th meeting.

Council Member Bartlett advised that the donation from Representative Mike Ball for the new Madison Senior Center is \$17,000.00 not \$170,000.000. Council Member Bartlett thanked Representative Mike Ball for the generous donation.

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

General Operating account	\$1,425,852.02
1/2 Cent Infrastructure	\$225.00
Gasoline Tax & Petroleum Inspection fees	\$36,753.37
Street Repair and Maintenance	\$576.15
Library Building Fund	\$80,326.09
Water Distribution and Storage	\$1,100.00

Approval of payment to Croy Engineering, LLC in the amount of \$626.50 for work completed to date on traffic and erosion control plans (Project No. 20-028, Celtic Drive middle school infrastructure, Invoice No. 25974 on PO No. 2022-0448) (to be paid from 2020-A Bond account)

Approval of payment to Croy Engineering, LLC in the amount of \$1,322.50 for construction, engineering, and inspection services performed through September 27, 2022 (Project No. 18-023, Sullivan Street Widening, Invoice No. 25973) (to be paid from 2018-C Bond account).

Resolution No. 2022-275-R; Providing for the disposition of personal property of negligible value (outdated computer equipment) via online auction through Govdeals website pursuant to Section 16-108 of the City of Madison Code of Ordinances

Resolution No. 2022-284-R:: Providing for the disposition of personal property of negligible value (desk task chairs) pursuant to Section 16-108 of the City of Madison Code of Ordinances

ACCEPTANCE OF DONATIONS AND APPROPRIATIONS

Acceptance of Donation from Madison Visionary Partners, Inc, in the amount of \$15,833.00 for the Rotary Performance Pavilion - Home Place Park - CIP Project #18-007 to be deposited into the (2015-A Bond Checking Account)

Acceptance of \$17,000.00 Donation from Representative Mike Ball for the new Madison Senior Center.

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

RESOLUTION NO. 2022-290-R: RATIFICATION OF AN AGREEMENT WITH SMARTDOLLAR FOR A DEBT REDUCTION PROGRAM WITH EMPLOYEES (\$10,201 ANNUAL PAYMENT TO BE PAID FROM THE MAYOR'S DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2022-290-R. Council Member Seifert seconded. Council President Shaw asked for discussion. Mayor Finley explained that SmartDollar is a program by Dave Ramsey that will be offered to all employees as a debt management program. Council Member Seifert thanked Mayor Finley for providing the program to employees. The vote was taken and recorded as follows:

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

Motion carried.

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

- Attended the Big Ten Mayor's meeting in Auburn where they spoke about Aniah's Law. Mayor Finley asked for everyone to vote yes. Passing of this law would give judges more discretion on revoking a bond for those who have committed a dangerous crime. At the same meeting they discussed marijuana dispensaries coming to the state of Alabama and that it will be brought to Council for discussion in the future.
- Reminded everyone that Celebrate Madison is Friday, November 4th at Toyota Field, gates open at 5:30pm with the start of the celebration starting at 6:45pm. Open to everyone at no cost.

- Explained about Madison Visionary Partners and how they are set up as a 501 C3 which gives people the ability to support the City of Madison through monetary support. It allows people to receive a tax benefit for their support. The organization has raised over half a million dollars for Kids Kingdom. Mayor Finley said they will continue to utilize the support that they give to the city.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thankful for the huge benefit of Dave Ramsey's SmartDollar program for employees as her family has been through that program as well.
- Concerns about cable installation where other utilities has been severed. Asked citizens to reach out to council if they come across situations where fire hydrants are blocked or other concerns.
- Reminded everyone that signs in the round-about or in the area are distracting to drivers and that they should not be placed in that area.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Absent

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Congratulated all the Boys and Girls State attendees
- Clarified that Amendment 7 that is on the November 8th ballot does not affect a city's debt limits

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Visited a resident in the Victoria neighborhood to confirm that there is not enough light with the new streetlights

Council Member Denzine asked Mayor Finley if there is anything that is being done to fix the concerns of many citizens regarding the streetlight and their lack of light. Mayor Finley said that they are going to finish Phase 1 of the project and in Phase 2 they will

address those areas and the need for additional posts. Concerned citizen from the audience also asked about the streetlighting and Mayor Finley advised to send his office their concern and they will address it. Mayor Finley advised Council Member Denzine that Victoria is on the list of projects that they would look at after the first of 2023.

- Thanked the public comment speakers from earlier in the night for holding the Council accountable

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business to report

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

RESOLUTION NO. 2022-279-R: APPROVING A REQUEST FOR AN ON- OR OFF-PREMISE BEER AND WINE LICENSE FROM GOODLAND POUR HOUSE, LLC, DOING BUSINESS AS GOODLAND POUR HOUSE, FOR THEIR LOCATION AT 12110 COUNTY LINE ROAD, SUITE A

Revenue Officer Cameron Grounds informed Council that everything is in order for Council to vote on this item tonight. Council President Shaw opened the floor for public comments regarding this request. Council President Shaw then closed the floor after no comments and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2022-279-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2022-230: ZONING CERTAIN PROPERTY OWNED BY POINTE PLACE, LLC LOCATED AT 151 FORREST DRIVE TO R-1A (LOW DENSITY RESIDENTIAL DISTRICT) UPON ANNEXATION (FIRST READING SEPTEMBER 12, 2022)

Director of Development Services Mary Beth Broeren presented proposed Ordinance 2022-230 to Council. Later on in the evening Council will be voting on whether or not to annex this property. Planning Commission and staff does recommend this zoning request. The property is currently occupied by a single-family home. No concerns were expressed at the Planning Commission meeting. Council President Shaw opened the floor for public comments regarding this request.

Madison resident Margi Daly asked for clarification on the R-1 and the single home.

Mayor Finley confirmed to Ms. Daly that it is only one home.

Council President Shaw then closed the floor after no comments and entertained a motion from Council. Council Member Seifert moved to approve Ordinance No. 2022-230. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2022-232: REZONING CERTAIN PROPERTY OWNED BY DON BURGREN, JOEY BURGREN AND SHAWN L. BURGREN LOCATED ON THE SOUTH SIDE OF HUNTSVILLE-BROWNS FERRY ROAD, WEST OF CITY OF MADISON, ALABAMA PAGE 3 OCTOBER 24, 2022 MORRIS DRIVE, FROM AG (AGRICULTURE) DISTRICT TO TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) DISTRICT (FIRST READING SEPTEMBER 12, 2022)

Director of Development Services Mary Beth Broeren presented proposed Ordinance 2022-232 to Council. The proposed Ordinance is to rezone almost 98 acres from agriculture to traditional neighborhood development (TND) zoning category. The property is located on the southside of Huntsville-Browns Ferry between Village of Oakland Springs and Morris Drive. It is already in the city. Part of the zoning ordinance requires that an applicant submit a concept plan which has been submitted. The concept plan shows 382 lots for sale, 33,000 square feet of commercial space, 24.24 acres for city park, and connections to existing and future development which is required by the city. Planning Commission and staff does recommend this zoning request as it is compatible with adjacent zoning and uses. It is consistent with the goals of the Westside Master Plan for the city. No concerns or oppositions were expressed at the Planning Commission meeting. Council President Shaw opened the floor for public comments regarding this request.

Madison resident Margi Daly asked for clarification on TND.

Director of Development Services Mary Beth Broeren explained that TND stands for Traditional Neighborhood Development that was created back in 2014 specifically for The Village at Oakland Springs. The neighborhoods usually have smaller lots, are walkable communities, mix of housing, and include commercial as part of it.

Madison resident Jocelyn Broer expressed that it looks like a very nice development. Ms. Broer advised that citizens would feel more comfortable if they could see how many houses and apartments are coming. Ms. Broer thanked Director of Development Services Mary Beth Broeren for her hard work on the beautiful park and commercial.

Council Member Wroblewski responded to Ms. Broer that there are numbers on the plan for the number of houses and apartments.

Ms. Broer said she would like the amount that Council approved because it throws people off with the different phases.

Council President Shaw then closed the floor after no comments and entertained a motion from Council. Council Member Seifert moved to approve Ordinance No. 2022-232. Council Member Wroblewski seconded.

Mayor Finley let everyone know that Director of Development Services Mary Beth Broeren works side-by-side with Dr. Nichols from the school board to keep our schools covered with the additional development.

Council Member Denzine asked if Director of Development Services Mary Beth Broeren could explain the difference between Mixed-Use and TND. Director of Development Services Mary Beth Broeren explained that there is not a lot of difference and that they are basically the same.

Council Member Denzine asked why it was not split up into residential and commercial. Director of Development Services Mary Beth Broeren responded that they looked into doing it that way, but when they looked at the type of product that the developer was proposing they realized that TND would be a better product with more flexible zoning category versus R-3 or R-2.

Council President Shaw asked if there was any other discussion, with none the vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2022-234: AMENDING SECTION 4-9 M-1 RESTRICTED INDUSTRIAL DISTRICT AND SECTION 4-10 M-2 GENERAL INDUSTRIAL DISTRICT OF THE ZONING ORDINANCE TO INCREASE THE MAXIMUM BUILDING HEIGHT (FIRST READING SEPTEMBER 12, 2022)

Director of Development Services Mary Beth Broeren presented proposed Ordinance 2022-234 to Council. The proposed Ordinance is to increase the maximum height allowed on a M-1 Restricted Industrial District and M-2 General Industrial District from 35 and 45 feet to 65 feet, unless the lot abuts to a residential use or zone within 200 feet, at that point it would be 35 feet. It is consistent with what the consultants for the Industrial Area Plan recommended. No concerns or questions came up during the planning commission meeting. Planning Commission and staff does recommend the approval of the Ordinance. Council President Shaw opened the floor for public comments regarding this request.

Madison resident Margie Daly asked what the location in town and for what business the change was for. Mayor Finley responded that he would find out if information about the business could be made public. With regards to the location, Mayor Finley referred to the map that was projected.

Ms. Daly expressed her concern that she does not get the packet due to having to print it up herself. The map was placed back on the screen for Ms. Daly to view.

Council President Shaw then closed the floor after no more public comments.

Director of Development Services Mary Beth Broeren went through the map that was up for viewing to show the possible industrial areas in the city and advised that the city has a small amount of industrial land. Director of Development Services Mary Beth Broeren explained she could not give too many details but that the project is going to be near County Line Road and that there is residential anywhere near that area. It is going to consist of a large warehouse-type project and it is consistent with that area.

Council President Shaw asked for a motion from Council. Council Member Wroblewski moved to approve Ordinance No. 2022-234. Council Member Bartlett seconded. Council Member Wroblewski asked if the city had a firetruck that could reach the new height. Director of Development Services Mary Beth Broeren responded that she had consulted with the fire department, and they did not express any concerns. The vote was taken and recorded as follows:

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

Motion carried

DEPARTMENTAL REPORTS

ENGINEERING DEPARTMENT

RESOLUTION NO. 2022-274-R: AUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CDG, INC. FOR ENGINEERING DESIGN FOR WALL TRIANA HIGHWAY AND GILLESPIE ROAD IN THE AMOUNT OF \$31,400 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2022-274-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried

LEGAL

RESOLUTION NO. 2022-280-R: AUTHORIZATION OF A SUBSCRIPTION RENEWAL AGREEMENT WITH BENTLEY SYSTEMS, INC. FOR E-BID EXCHANGE PROCUREMENT SOFTWARE IN THE AMOUNT OF \$8,556.00 (TO BE PAID FROM FINANCE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2022-280-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2022-287: ASSENTING TO THE ANNEXATION OF THE CLIFT FARMS PUBLIX INTO THE CITY OF MADISON (FIRST READING)

This was a first reading only of proposed Ordinance No. 2022-287.

RESOLUTION NO. 2022-288-R: AUTHORIZATION FOR RECORDING AND ARCHIVING OF OCTOBER 19, 2022 WORK SESSION AND SPECIAL SESSION COUNCIL MEETINGS

Council Member Wroblewski moved to approve Resolution No. 2022-288-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2022-289-R: RATIFICATION OF FUNDING AGREEMENT FOR TOWN MADISON (FIRST READING)

City Attorney Brian Kilgore provided Council and Mayor Finley with Financial Advisor Rush Rice's updated financial plan for the Town Madison Cooperative District discussion. In the notebook is a copy of the resolution and the proposed funding agreement.

Council Member Bartlett introduced Rush Rice, an independent Financial Advisor and President of Rice Advisory LLC, who the Council engaged in his services in March of 2021. Council Member Bartlett explained that the reason why the Council sought out an independent Financial Advisor is because of potential deals happening with respect to Town Madison and some of the financial documents that were being proposed to the city. Council did not want to rely on the underwriters of the bonds to tell us it was a good deal. Council Member Bartlett explained that she wanted to make sure that everyone understood Rush Rice's role and the independence of the advice he gives to the city whether they decide to do the deal or not.

Financial Advisor and President of Rice Advisory, LLC Rush Rice gave a brief introduction of what his firm does. Mr. Rice provided a brief overview of the updated financing plan.

City Attorney Brian Kilgore addressed Council and Mayor Finley with regards to the Amendment No. 772 and the drafted proposed resolution.

City Attorney Brian Kilgore addressed Council and Mayor Finley regarding the drafting of the publication for the funding agreement.

Council Member Denzine asked if in the funding agreement still includes a time limit of completion. City Attorney Brian Kilgore responded that it has been removed and that they have more favorable term. Council Member Denzine asked if it was a set price and if there is any kind of overage built into the agreement. City Attorney Brian Kilgore responded that there is no limit, but if they go over what they have bid for building the interchange the city can find them in default and make a claim against their bid bond. City Attorney Brian Kilgore also advised Council that they would have to stick to what they bid and that it would be up to Council if they wanted to accept the change orders or find them at fault.

Council Member Denzine asked if the change orders would be coming out of General Funds. City Attorney Brian Kilgore and Mayor Finley confirmed that they will come out of that account.

Council Member Denzine advised her constituents that she does regrets that she will not be at the November 14th meeting due to prior family obligations.

This was a first reading only of Resolution No. 2022-289-R.

PLANNING

Director of Development Services Mary Beth Broeren clarified Council Member Denzine's concern about funds coming out of General Funds for change orders and how this type of project typically would not be put on a contingency budget as there is no deadline but that they still have set money aside that would be available if Council decides to approve a change order. Council Member Denzine thanked Director of Development Services Mary Beth Broeren for the explanation.

PROPOSED ORDINANCE NO. 2022-228: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY POINTE PLACE LLC LOCATED AT 151 FORREST DRIVE (FIRST READING SEPTEMBER 12, 2022)

Council Member Wroblewski moved to approve Ordinance No. 2022-228. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2022-260: VACATION OF A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED AT 223 COACH LAMP DRIVE WITHIN WILLOW CREEK SUBDIVISION (FIRST READING OCTOBER 10, 2022)

Council Member Wroblewski moved to approve Ordinance No. 2022-260. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2022-265: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN WANN PROPERTY SUBDIVISION, WEST OF COUNTY LINE ROAD AND SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD (FIRST READING)

This was a first reading only of Ordinance No. 2022-265.

RECREATION

RESOLUTION NO. 2022-281-R: AUTHORIZATION OF A MEMORANDUM OF UNDERSTANDING WITH FOUR HORSEMEN, LLC FOR THE PROVISION OF MARS BUS SERVICES TO THE RAILYARD BARBEQUE BRAWL TO BE HELD ON OCTOBER 29, 2022

Council Member Wroblewski moved to approve Resolution No. 2022-281 -R. Council Member Bartlett seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2022-282-R: AUTHORIZATION OF A MEMORANDUM OF UNDERSTANDING WITH SOUTHEASTERN CLIMBERS' COALITION FOR PROVIDING SIGNS AND MAINTENANCE OF THE RAINBOW MOUNTAIN PRESERVE

Council Member Wroblewski moved to approve Resolution No. 2022-282 -R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2022-292-R: AUTHORIZATION OF PURCHASE OF PLAYGROUND EQUIPMENT (\$323,107.86) TO BE PAID FROM DEPARTMENT OF RECREATION BUDGET)

Recreation Director Kory Alfred presented to Council and Mayor Finley that Palmer Park (\$242,755.69), Hardiman Place Park (\$42,427.08), and Silver Creek Park (\$37,925.09) will receive new playground equipment with the given budget assigned to each project. Recreation Director Kory Alfred advised that he would come back in the Spring with a plan to purchase more playground equipment.

Council Member Wroblewski moved to approve Resolution No. 2022-292 -R. Council Member Denzine seconded. Council President Shaw asked if GameTime would be the ones who would be installing the equipment. Recreation Director Kory Alfred advised that GameTime would give them a price and they will put it out for bid. The price listed does include the install cost. The vote was taken and recorded as follows:

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

Motion carried.

The meeting was adjourned at 7:57 p.m.

Minutes No. 2022-20-RG, dated October 24th, 2022, read, approved and adopted this 14th day of November 2022.

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

Mari Bretz
Recording Secretary

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

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

Purchase Order
No. 2022-00001151

DATE 08/04/2022

VENDOR 3646 - Barge Design Solutions, Inc.

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

NON-NEGOTIABLE

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



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN and CE&I for ATRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 185,584.96 19 047	185,584.9600	\$185,584.96
Payment #4 Invoice No. 20405 \$13,750.95 (2015-A Bond)				
Roger Bellomy /wcc 2022-08-04 T13:10:49-05:00				TOTAL DUE \$185,584.96

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

City Council Agenda 11/14/22

RECEIVED
OCT 21 2022
CITY OF MADISON
ENGINEERING DEPARTMENT

BARGE

DESIGN SOLUTIONS.

200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

Sheet: 1 of 1

Project Number: 3604304

Invoice Date : 10/21/2022

Billing: 4

Invoice No.: 204509

Dates: 8/27-9/30/2022

PO No.: 2022-00001151

Project Name : Wall Triana ATRIPII CEI

DIRECT LABOR

EMPLOYEE	TITLE	RATE/ HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC	TOTAL AMOUNT
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	38.47	0.00	0.00	3.41	0.00
Glass, Jeffrey	Proj. Mgr.	80.78	12.50	1,009.75	3.41	3,443.25
Kimbrel, Jessica	Administrator	29.11	1.00	29.11	3.41	99.27
Kimbrough, Jack	Engineer	67.31	0.00	0.00	3.41	0.00
Minor, Calvin	Const. Rep.	32.00	129.00	4,128.00	2.38	9,824.64
Subtotal			142.50	\$5,166.86		
	TOTAL					<u>\$13,367.15</u>

DIRECT COSTS

<u>Transportation-Mileage</u>	614	0.625	\$383.79
TOTAL			<u>\$383.79</u>

OTHER COSTS

Consultants	ALDOT	X1.05	\$0.00
TOTAL			<u>0.00</u>

AMOUNT REQUESTED THIS STATEMENT \$13,750.95

Ceiling Summary

Project Fee	\$185,584.96
Billed To Date	59,065.85
Balance	<u>\$126,519.11</u>
Percent Used	31.83%

E. Michelle Dunson
10/21/2022

CITY OF MADISON, ALABAMA

**2015-A
BOND PAYMENT
REQUISITION FORM**

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

Vendor Number: 3646

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

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

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection Improvements

Project Number: 19-047

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

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

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

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

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

This 23rd day of August, 2022

CITY OF MADISON

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

And

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

And

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

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

Project: Shorter Street Drainage Improvements
Madison, AL
Madison County
#2021-001-ITB

Application No: 6
Invoice No: 46381
Invoice Date: 10/13/2022
Terms: Net 30
Due Date: 11/12/2022
Period To: 9/30/2022
Project No: 371921
Contract Date: 3/5/2021

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

Via(Architect/
Engineer)

For:

Original Contract sum.....	281,288.29
Change Orders.....	13,627.42
Contract sum.....	294,915.71
Completed to date.....	288,107.77
Retainage.....	7,372.89
Total earned less retainage.....	280,734.88
Previous billings.....	271,348.14
Current payment due.....	9,386.74
Sales tax.....	0.00
Total due.....	9,386.74

RECEIVED
OCT 13 2022
CITY OF MADISON
ENGINEERING DEPARTMENT

Project # 20-028
(2020-A Bond)

E. Michelle Dunson
10/21/2022

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

Project: Shorter Street Drainage Improvements
Madison, AL
Madison County
#2021-001-ITB

Application No: 6
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Page 2

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

Via(Architect/
Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
01	MOBILIZATION	1	LS	30,832.04	30,832.04	1	30,832.04	30,832.04	0.00
02	TRAFFIC CONTROL - SIGNAGE	4	EA	560.53	2,242.12	4	2,242.12	2,242.12	0.00
03	TRAFFIC CONTROL - BARRICADES	4	EA	319.56	1,278.24	4	1,278.24	1,278.24	0.00
04	EROSION CONTROL - RIP RAP	200	TN	40.12	8,024.00	98	3,931.76	3,931.76	0.00
05	EROSION CONTROL - SILT FENCE	100	LF	4.29	429.00	25	107.25	107.25	0.00
06	EROSION CONTROL - FLEXAMAT PIP	16	SF	25.69	411.04	0	0.00	0.00	0.00
07	STRIP AND STOCKPILE TOPSOIL ,	50	CY	7.99	399.50	50	399.50	399.50	0.00
08	UNCLASSIFIED EXCAVATION - SPOI	600	CY	10.31	6,186.00	600	6,186.00	6,186.00	0.00
09	INSTALL 16" X 24" FT STEEL CAS	1	LS	2,989.57	2,989.57	1	2,989.57	2,989.57	0.00
10	REMOVE EXISTING 18" RCP	36	LF	25.86	930.96	36	930.96	930.96	0.00
11	MODIFY EXISTING STORM BOXES	2	EA	2,942.14	5,884.28	2	5,884.28	5,884.28	0.00
12	9 X 5 JUNCTION BOX OVER EXISTI	1	EA	4,390.72	4,390.72	1	4,390.72	4,390.72	0.00
13	9 X 5 JUNCTION BOX	1	EA	4,390.72	4,390.72	1	4,390.72	4,390.72	0.00
14	13 X 5 JUNCTION BOX OVER EXIST	1	EA	7,407.96	7,407.96	1	7,407.96	7,407.96	0.00
15	4 X 4 INLET W/ CAST IRON FRAME	1	EA	2,865.67	2,865.67	1	2,865.67	2,865.67	0.00
16	4 X 4 YARD INLET WITH PRECAST	2	EA	2,978.63	5,957.26	2	5,957.26	5,957.26	0.00
17	15" RCP FES	3	EA	1,149.96	3,449.88	3	3,449.88	3,449.88	0.00
19	36 X 58 ARCP FES	1	EA	4,188.49	4,188.49	1	4,188.49	4,188.49	0.00
20	15" RCP	112	LF	71.54	8,012.48	112	8,012.48	8,012.48	0.00
21	18" RCP	12	LF	75.45	905.40	12	905.40	905.40	0.00
22	36 X 58 ARCP	208	LF	210.10	43,700.80	208	43,700.80	43,700.80	0.00
23	10 X 4 BOX CULVERT	92	LF	969.68	89,210.56	92	89,210.56	89,210.56	0.00
24	HEAD AND WINGWALLS FOR 10 X 4	2	EA	11,307.80	22,615.60	2	22,615.60	22,615.60	0.00
25	#56 OR #78 STONE BEDDING AND B	500	TN	20.53	10,265.00	743.94	15,273.09	15,273.09	0.00
26	CRUSHED AGGREGATE BASE BACKFIL	300	TN	18.70	5,610.00	300	5,610.00	5,610.00	0.00
27	SOIL BACKFILL FROM ON SITE STO	200	CY	28.78	5,756.00	0	0.00	0.00	0.00
28	FINISH GRADING	500	SY	3.44	1,720.00	500	1,720.00	1,720.00	0.00
29	HYDROSEED	500	SY	2.47	1,235.00	0	0.00	0.00	0.00
30	REMOVE BACKFILL DEBRIS	10	LDS	400.00	4,000.00	10	4,000.00	4,000.00	0.00
31	CO2 - 18" RCP CL 3	20	LF	202.00	4,040.00	20	4,040.00	0.00	4,040.00
32	CO2 - 18" CONCRETE HEADWALL	1	EA	1,669.10	1,669.10	1	1,669.10	0.00	1,669.10
33	CO2 - JUNCTION BOX	1	EA	3,918.32	3,918.32	1	3,918.32	0.00	3,918.32

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

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

For:

Project: Shorter Street Drainage Improvements
Madison, AL
Madison County
#2021-001-ITB

Via(Architect/
Engineer)

Application No: 6
Invoice No: 46381
Invoice Date: 10/13/2022
Terms: Net 30
Due Date: 11/12/2022
Period To: 9/30/2022
Project No: 371921
Contract Date: 3/5/2021

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
				294,915.71		288,107.77	278,480.35	9,627.42

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

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

Purchase Order
No. 2022-00000448

DATE 02/01/2022

VENDOR 2593 - Croy Engineering, LLC

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

NON-NEGOTIABLE

Contact
Croy Engineering, LLC
603 Madison Street, SE
HUNTSVILLE, AL 35801



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE # Res. 2021-389-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 20-028 Traffic Control Plan, Erosion Control Plan, Bid Assist 39-150-000-2955-39 - Project - Middle School Road (Garner - Shorter - Life-Way) 26,830.00 20 028 <i>Partial Pay # 3</i> <i>rlw # 26,170</i> <i>Amt \$ 626.50</i> <i>2020 Bond</i> <i>E. Michelle Dunson</i> <i>10/27/2022</i>	26,830.0000	\$26,830.00
<i>Roger Bellomy /wcc</i> 2022-02-01			TOTAL DUE	\$26,830.00

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



RECEIVED

OCT 28 2022

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

CITY OF MADISON
ENGINEERING DEPARTMENT

Invoice number 26170
Date 10/27/2022

Project **1534.011 Madison Blvd Wall Triana Hwy
Intersection Improvements**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Traffic Control Plan	7,230.00	100.00	7,230.00	6,868.50	361.50
Erosion Control Plan	5,300.00	100.00	5,300.00	5,035.00	265.00
Total	12,530.00	100.00	12,530.00	11,903.50	626.50

Invoice total **626.50**

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Remaining	Current Billed
Traffic Control Plan	7,230.00	7,230.00	6,868.50	0.00	361.50
Erosion Control Plan	5,300.00	5,300.00	5,035.00	0.00	265.00
Bid Assistance	14,300.00	0.00	0.00	14,300.00	0.00
Total	26,830.00	12,530.00	11,903.50	14,300.00	626.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25974	09/27/2022	626.50		626.50			
26170	10/27/2022	626.50	626.50				
Total		1,253.00	626.50	626.50	0.00	0.00	0.00

Invoice No. 25974 was
paid on 10/27/22

REMITTANCE ADDRESS: Croy Engineering | 603 Madison Street, SE | Huntsville, AL 35801 | 256.517.8555

E. Michelle Dunson
10/27/2022

City Council Agenda 11/14/22



City of Madison
100 Hughes Road
Madison, AL 35758

RECEIVED

OCT 21 2022

CITY OF MADISON
ENGINEERING DEPARTMENT

Invoice

Date	Invoice #
9/30/2022	20511

Job Description		Job Number	Due Date	
Garner St Extension ADEM		21-0241	10/30/2022	
Date of Service	Description	Hours/Qty	Rate	Amount
9/12/2022	ADEM Inspection	1	100.00	100.00
	<p>CIP Project 20-028</p> <p>39-150-000-2955-39</p> <p>2020-A Bond Checking</p> <p>\$100.00</p> <p><i>E. Michelle Dunson 10/21/22</i></p>			

We accept Visa, Mastercard, Discover and American Express.

Total \$100.00

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

Payments/Credits \$0.00

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

Balance Due \$100.00

Thank you for your business.

711 East Hobbs Street Athens, AL 35611

City Council Agenda 11/14/22



RECEIVED

OCT 24 2022

CITY OF MADISON
ENGINEERING DEPARTMENT

October 24, 2022

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

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

Ms. Dunson,

Enclosed please find Estimate No. 10 for Wiregrass Construction Company, Inc. in the amount of \$299,652.81. This estimate covers all work performed from September 1, 2022 to September 30, 2022.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole
Project Manager
Morell Engineering, Inc.

- \$168,573.⁰⁸

PD 2022-1110, Neighborhood Paving
13-150-000-2215-30

- \$131,079.⁷³

2020-A Bond
39-150-000-2955-39

E. Michelle Dunson
10/25/2022

City Council Agenda 11/14/22





RECEIVED
OCT 24 2022
CITY OF MADISON
ENGINEERING DEPARTMENT

October 24, 2022

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

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

Ms. Dunson,

Enclosed please find Estimate No. 10 for Wiregrass Construction Company, Inc. in the amount of \$299,652.81. This estimate covers all work performed from September 1, 2022 to September 30, 2022.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole
Project Manager
Morell Engineering, Inc.

E. Michelle Dunson
10/25/2022

City Council Agenda 11/14/22



Morell Engineering, Inc.
Contractor Payment Summary Report

Estimate No: 10
Project No: 21-0396
Client: City of Madison
Contractor: Wiregrass Construction Company, Inc.
Description: Access Improvements for New Journey Middle School

Calendar Days: 448
Days Charged: 394
County: Madison

Contract Complete: -
Target Completion: November 24, 2022
Percent Time Used: 88%
Percent Complete: 66%

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (September 2022)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
Category:	1								
Description:	Garner St. Phase 2								
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	\$0.00	1	\$91,895.60	100%
2	ALDOT SILT FENCE	5300	LF	\$3.87	0	\$0.00	3139	\$12,147.93	59%
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	\$0.00	0	\$0.00	0%
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	0	\$0.00	23.69	\$1,302.71	47%
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	\$0.00	0	\$0.00	0%
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	0	\$0.00	0%
7	TREE REMOVAL OVER 6"	20	EA	\$527.24	0	\$0.00	20	\$10,544.80	100%
8	TREE REMOVAL UNDER 6" AND OTHER VEGETATION	5000	SY	\$1.28	0	\$0.00	5000	\$6,400.00	100%
9	CONCRETE SIDEWALK REMOVAL	60	SY	\$19.80	12	\$237.60	51	\$1,009.80	85%
10	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$5.78	609	\$3,520.02	609	\$3,520.02	70%
11	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.07	1326.4	\$6,724.85	2048.6	\$10,386.40	85%
12	STORM PIPE REMOVAL	300	LF	\$19.97	12	\$239.64	20	\$399.40	7%
13	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	2	\$480.46	2	\$480.46	100%
14	STORM PIPE END TREATMENT REMOVAL	2	EA	\$240.23	2	\$480.46	2	\$480.46	100%
15	CONCRETE ROAD HEADER REMOVAL	70	LF	\$9.32	41	\$382.12	41	\$382.12	59%
16	ADJUST SSMH TO NEW GRADE	5	EA	\$865.76	0	\$0.00	0	\$0.00	0%
17	ADJUST UTILITY BOXES TO NEW GRADE	5	EA	\$552.91	0	\$0.00	0	\$0.00	0%
18	RELOCATE STREET LIGHT	1	EA	\$8,293.66	0.5	\$4,146.83	0.5	\$4,146.83	50%
19	STRIP AND STOCKPILE TOPSOIL	6000	CY	\$7.76	0	\$0.00	1448.42	\$11,239.74	24%
20	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	614.26	\$6,621.72	9270.09	\$99,931.57	93%
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	0	\$0.00	76.5	\$125.46	1%
23	SOD	3500	SY	\$5.53	0	\$0.00	0	\$0.00	0%
24	HYDROSEED	10500	SY	\$1.00	0	\$0.00	0	\$0.00	0%
25	RETAINING WALL (OWNER-SUPPLIED MATERIAL--CONTRACTOR TO INCLUDE INSTALLATION COSTS)	1260	SF	\$23.82	0	\$0.00	1236.57	\$29,455.10	98%
26	8" DI PIPE	2410	LF	\$67.89	222	\$15,071.58	2102	\$142,704.78	87%
27	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	7	\$6,137.18	100%
28	8" DI 90 DEG FITTING	2	EA	\$882.50	0	\$0.00	0	\$0.00	0%
29	8" DI TEE	6	EA	\$1,733.59	0	\$0.00	3	\$5,200.77	50%
30	8" GATE VALVE	6	EA	\$2,478.69	1	\$2,478.69	5	\$12,393.45	83%
31	16" STEEL CASING UNDER PAVEMENT	80	LF	\$118.68	0	\$0.00	0	\$0.00	0%
32	FIRE HYDRANT ASSEMBLY	4	EA	\$7,268.84	0	\$0.00	4	\$29,075.36	100%

Morell Engineering, Inc.
Contractor Payment Summary Report

33	BLOWOFF VALVE ASSEMBLY	2	EA	\$1,544.51	2	\$3,089.02	2	\$3,089.02	100%
34	CONNECT TO EXISTING MAIN	4	EA	\$4,557.19	4	\$18,228.76	4	\$18,228.76	100%
35	DISINFECT AND FLUSH NEW MAINS	2	EA	\$1,935.19	2	\$3,870.38	2	\$3,870.38	100%
36	18" RCP	408	LF	\$71.45	16	\$1,143.20	408	\$29,151.60	100%
37	18" RCP FES	4	EA	\$1,357.76	0	\$0.00	4	\$5,431.04	100%
38	45X73 ARCP	48	LF	\$345.77	0	\$0.00	48	\$16,596.96	100%
39	45X73 ARCP FES	2	EA	\$6,315.91	0	\$0.00	2	\$12,631.82	100%
40	GRATE INLET	6	EA	\$2,140.41	0	\$0.00	5.5	\$11,772.26	92%
41	GRATE INLET OVER EXISTING PIPE	6	EA	\$2,140.41	0	\$0.00	5	\$10,702.05	83%
42	YARD INLET	2	EA	\$1,830.00	0	\$0.00	2	\$3,660.00	100%
43	SINGLE WING S-INLET	2	EA	\$5,760.73	0	\$0.00	0.5	\$2,880.37	25%
44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUTURE TO YARD INLET	2	EA	\$4,854.78	0	\$0.00	0	\$0.00	0%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	1	\$1,423.06	50%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	818	\$15,378.40	818	\$15,378.40	68%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	0	\$0.00	0%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	0	\$0.00	0	\$0.00	0%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	0	\$0.00	0	\$0.00	0%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	0	\$0.00	0	\$0.00	0%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	663.45	\$19,704.47	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	0	\$0.00	0%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	0	\$0.00	0%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	2039.31	\$138,673.08	2039.31	\$138,673.08	58%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	427.36	\$41,026.56	427.36	\$41,026.56	16%
60	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	0	\$0.00	0%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	0	\$0.00	0	\$0.00	0%
63	SOLID WHITE TRAFFIC STIPING	11100	LF	\$0.83	0	\$0.00	0	\$0.00	0%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	0	\$0.00	0	\$0.00	0%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	0	\$0.00	0%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	0	\$0.00	0	\$0.00	0%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	0	\$0.00	0	\$0.00	0%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	0	\$0.00	0%

Morell Engineering, Inc.
Contractor Payment Summary Report

71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	0	\$0.00	0	\$0.00	0%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	0	\$0.00	0	\$0.00	0%
73	STREET NAME SIGN	12	EA	\$193.52	0	\$0.00	0	\$0.00	0%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	0	\$0.00	0	\$0.00	0%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	3	\$364.92	3	\$364.92	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	0	\$0.00	6	\$1,824.60	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	0	\$0.00	0	\$0.00	0%

Totals for Category		Total Bid:	\$1,989,777.74	Estimate Total:	\$281,862.76	To Date Total:	\$1,119,881.09		
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Item Code	Description	Bid Qty	Unit	Unit Price	This Month (September 2022) Qty	Amount	To Date Qty	Amount	Percent Complete
Category: 2									
Description: Change Order One									
79	UNDERCUT	6700	CY	\$23.00	0	\$0.00	6266	\$144,118.00	94%
80	SURGE STONE	10500	TON	\$33.50	320.28	\$10,729.38	10440.06	\$349,742.01	99%
81	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	21000	\$38,850.00	100%
82	GI-19 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
83	GI-20 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
84	GI-22 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
85	GI-23 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
86	GI-25 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
87	GI @ 35+00	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
88	GI @ 31+75	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
89	MODIFY S-INLET	1	EA	\$4,854.78	0	\$0.00	0.5	\$2,427.39	50%
90	18" RCP	128	LF	\$71.45	0	\$0.00	94	\$6,716.30	73%
91	18" RCP FES	2	EA	\$1,357.76	0	\$0.00	2	\$2,715.52	100%
92	ROCK PIPE OUTLET PROTECTION	10	TON	\$54.99	0	\$0.00	0	\$0.00	0%
93	8" DI PIPE	200	LF	\$67.89	0	\$0.00	0	\$0.00	0%
94	8" DI 45 DEG FITTING	2	EA	\$876.74	0	\$0.00	2	\$1,753.48	100%
95	8" DI TEE	1	EA	\$1,733.59	0	\$0.00	0	\$0.00	0%
96	8" GATE VALVE	2	EA	\$2,478.69	0	\$0.00	0	\$0.00	0%
97	CONNECT TO EXISTING MAIN	1	EA	\$4,557.19	1	\$4,557.19	1	\$4,557.19	100%
98	6"x8" REDUCER	1	EA	\$1,250.00	1	\$1,250.00	1	\$1,250.00	100%
99	16"x8" CASING SPACERS	4	EA	\$187.50	0	\$0.00	4	\$750.00	100%
Totals for Category		Total Bid:	\$601,685.85	Estimate Total:	\$16,536.57	To Date Total:	\$564,020.30		

Morell Engineering, Inc.
Contractor Payment Summary Report

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (September 2022)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
Category: 3									
Description:	Contingency	1	EA	\$50,000.00					58%
7c	TREE REMOVAL OVER 6" OVERRUN	20	EA	\$527.24	0	\$0.00	45	\$23,725.80	225%
38c	45X73 ARCP	48	EA	\$345.77	0	\$0.00	8	\$2,766.16	17%
81c	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	717.75	\$1,327.84	3%
27c	8" DI 45 DEG FITTING	7	EA	\$876.74	2	\$1,753.48	2	\$1,753.48	29%
100	Concrete Valley Gutter	40	LF	\$45.00	0	\$0.00	0	\$0.00	0%
18c	RELOCATE STREET LIGHT (CREDIT)	1	EA	\$8,293.66	-0.06	-\$500.00	-0.06	-\$500.00	-6%

Totals for Category

Total Bid:

\$50,000.00

Estimate Total:

\$1,253.48

To Date Total:

\$29,073.28

Estimate Summary

Category	Description	Category Total	To Date Total
1	Garner St. Phase 2	\$281,862.76	\$1,119,881.09
2	Change Order One	\$16,536.57	\$564,020.30
3	Contingency	\$1,253.48	\$29,073.28
Retention	5% Retention	50% Complete----> \$0.00	\$65,763.38
Grand Total for Estimate: 10		\$299,652.81	\$1,647,211.29

Total: \$1,712,974.66
Less Previous Payments: \$1,347,558.48
Retention: \$65,763.38
Amount Payable: \$299,652.81



Zoning Board of Adjustment and Appeals

created August 17, 1965

Appointments made by City Council

members serve three year terms

Place No.	Name	Address	Phone	Term	Email	Comments
1	Betty Fletcher <i>Chairperson</i>	416 Mose Chapel Rd Madison, AL 35758	(C) 256-772-9418	January 1, 2022 - December 31, 2024	bdfletcher46@outlook.com	
2	Mary Hudson	106 Sugarleaf Ct Madison, AL 35758	(C) 256-479-7896 (H) 256-772-3438	January 1, 2021 - December 31, 2023	maziemail@aol.com	
3	<i>Vacant</i>			January 1, 2021 - December 31, 2023		
4	Brenda Buschmann	107 Benoir Trl Madison, AL 35756	(C) 256-509-1893 (W) 256-319-0000	January 1, 2020 - December 31, 2022	brenda@insanitycomplex.com	
5	Lisa Laurendine	4 Carriage Hill Madison, AL 35758	(C) 256-457-1929 (H) 256-722-9789	January 1, 2020 - December 31, 2022	lisa.laurendine@knology.net	
Super 1	David Kessler	111 Victoria Drive Madison, AL 35758	(H) 256-772-2355 (C) 256-651-6168	January 1, 2022 - December 31, 2024	dkessler@knology.net	
Super 2	<i>Vacant</i>			January 1, 2021 - December 31, 2023		
Council Liaison	Teddy Powell	100 Hughes Road Madison, AL 35758	(256) 755-0091	Council Liaison	teddy.powell@madisonal.gov	

Vacant
upcoming expiration
Expired



Zoning Board of Adjustment and Appeals

created August 17, 1965

Appointments made by City Council

members serve three year terms

Place No.	Name	Address	Phone	Term	Email	Comments
1	Betty Fletcher <i>Chairperson</i>	416 Mose Chapel Rd Madison, AL 35758	(C) 256-772-9418	January 1, 2022 - December 31, 2024	bdfletcher46@outlook.com	
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Vacant
upcoming expiration
Expired

RESOLUTION NO. 2022-283-R**A RESOLUTION AUTHORIZING 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 a Professional Services Agreement with Goodwyn Mills and Cawood, LLC, for professional engineering design and development services for a drainage project addressing Mill Creek ditch erosion, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Engineering Services Proposal," 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 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama


Goodwyn Mills Cawood

117 Jefferson Street North
Huntsville, Alabama 35801

T (256) 539-3431
F (256) 536-9913

www.gmcnetwork.com

October 2nd, 2022

Ms. Michelle Dunson, PE, CFM
Deputy City Engineer
Madison Alabama
100 Hughes Road
Madison, AL 35758

RE: Mill Road Drainage Project | Madison, AL

via: e-mail

Dear Michelle:

Goodwyn Mills and Cawood, LLC (GMC) appreciates the opportunity to submit a proposal for professional services for a proposed drainage project along the south side of Mill Road in Madison, Alabama. We have prepared this proposal for your review and comment, and we look forward to working with you throughout this project. This proposal will define the general scope of the work, our project team, and our proposed services along with the compensation structure.

A> PROJECT SCOPE:

The proposed project is comprised of the rebuilding and slope stabilization/armoring of an unnamed tributary from where it crosses to the south side of Mill Road at the eastern edge of the Millstone Subdivision to just east Balch Road for about 1350 lf of drainage ditch. The professional services that GMC will include in this proposal are: Engineering Design Documents, USACOE Delineation & Permitting, NPDES Permitting, Utility Location/Depth Verification.

B> PROJECT TEAM:

The following group of Design and Consulting Professionals are being proposed as the design team:

Engineering Design Documents	Goodwyn Mills Cawood
Geotechnical Investigation	Goodwyn Mills Cawood
Retaining Wall Design	John Clinton Hines, PE
Utility Location/Depth Verification	Smith Industrial Services
USACOE Delineation/Permitting	Goodwyn Mills Cawood
NPDES Construction Stormwater Permitting	Goodwyn Mills Cawood

C> BASIC SERVICES:

We have included comprehensive consulting services associated with the above-described project scope. Provided consulting services include the following:

- **Engineering Design Documents:** GMC will prepare documents suitable for permitting and construction for the stabilization of the stream banks of the unnamed tributary, as described above. The south bank will be armored/stabilized and the north bank will be stabilized with an engineered slope/wall product that integrates with the Mill Road Shoulder and the existing stream crossings. Existing utilities will be coordinated with and the improvements designed to minimize impacts. All existing sanitary structures and pipes will be profiled to coordinate grading impacts. Plans will include demolition, grading, drainage, utility, BMP, details, and any product information or product design provided by product manufacturers. GMC will prepare the technical specs and the bid documents. GMC will submit 60% & 90% plans for review and comments that will be incorporated in the subsequent documents.
- **Geotechnical Investigation:** See attached proposal, Attachment "A", for the geotechnical investigation, along with the applicable terms and conditions.
- **Retaining Wall Design:** See attached proposal, Attachment "B", for the geotechnical investigation, along with the applicable terms and conditions
- **Utility Location/Depth Verification:** GMC will subcontract to Smith Industrial Services to hydro excavate/locate critical utility infrastructure in the project area that could be affected by the proposed design. GMC will also be on site during the hydro excavation to survey locate the exposed utility and



verify the depth of cover. GMC proposes that this cost be covered as “time and materials”, but has included an Allowance in the proposal that will cover up to two days with Smith Industrial and the survey crew. Should additional days be required, additional charges will apply.

- **As-Built Documents:** GMC will perform an as-built survey after construction is complete of the infrastructure and improvements made as a part of this project. The survey will be prepared to state minimum technical standards and will be based on State Plane coordinates. The as-built will be provided to the City of Madison in both cad and pdf format.
- **US Army COE Permitting:** Impacts to waters of the U.S. will be determined upon completion of the final stream stabilization design. Impacts to jurisdictional waters of the U.S. require permitting through the U.S. Army Corps of Engineers (USACE). Based on knowledge of the proposed project, it is anticipated that it would fall under an USACE Nationwide Permit 13 (NWP 13) for Bank Stabilization. GMC is prepared to submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges of dredged or fill material into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of dredged or fill material of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. It is our understanding that regulatory concurrences are required with this permit, including documentation demonstrating compliance with the Endangered Species Act and compliance with section 106 of the National Historic Preservation Act. The proposed scope includes these concurrences and a Waters of the US delineation. In the event that the proposed impacts do not fall within the limits of a NWP 13 and an individual permit is required, additional scope and fees will be negotiated at that time.
- **Alabama Department of Environmental Management (ADEM) NPDES Permitting & Inspections:** GMC will prepare the initial Notice of Intent (NOI) and the Construction Best Management Practices Plan (CBMPP) as required by ADEM to receive the Notice of Registration (NOR). ADEM does require a permit fee \$1385, which will be paid directly by the owner.

D> SPECIAL & ADDITIONAL SERVICES:

- **As-Built Services or Surveys:** Other than the as-builts required by the owner or what is included in the above scope.
- **Construction Administration:** No CA is included in the scope of the project and can be negotiated at a later date, once the construction of the project is funded by the City.
- **NPDES required Inspections:** These inspections are being excluded at this time, but can be negotiated at the time that construction commences.

E> COMPENSATION & FORM OF CONTRACT:

BASIC & SPECIAL SERVICES FEES:

We propose performing the work illustrated above under the “Scope of Services” sections in accordance with the following schedule. We calculate services in one of three manners:

- **Percentage of Construction (%C)** fees which are calculated as a fee percentage times the Construction Cost.
- **Lump Sum (LS)** fees are fixed fees.
- **Hourly (H)** fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July).
- **Unit Price (EA)** fees for unit-based services are invoiced on a per-unit basis.
- **Allowances (Allow)** are occasionally included for anticipated work that is not yet quantifiable.

	FEE CALCULATION				TYPE
BASIC SERVICES:	Engineering		=	\$42,000	LS
	Geotechnical Investigation		=	\$38,000	LS
	Retaining Wall Design		=	\$18,000	LS
	Utility Location/Depth Verification		=	\$10,000	Allow
	As-built Documents		=	\$5,500	LS
	USACOE Permitting		=	\$15,000	LS
	NPDES Permitting		=	\$2,250	LS

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:



- **Travel Expenses:** Costs incurred by our employees associated with the project for out-of-town travel, such as meals, hotels, car rentals, and flights are considered Owner reimbursable expenses and will be billed monthly. GMC doesn't expect any out-of-town travel associated with this project for its employees and if the situation occurs where travel of this nature is necessary, GMC will request approval from the client in advance of said travel. The only Travel related expenses that are expected for this project would be mileage.
- **Consultant Expenses:** The reimbursable expenses of our consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to GMC, mileage, lodging, out-of-town meals, and similar project related charges. The only "Consultant" related expenses anticipated on this project will be associated with Hydro Excavation provided by Smith Industrial Services, which will be covered by the allowance.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined LS
- Design Consultants: 1.2 times the invoice amount submitted to GMC

F> HOURLY RATES AND CONTRACT TERMS:

Please see "Attachment A" for the Geotechnical Proposal, "Attachment B" for the Retaining Wall Design Proposal, "Attachment C" for the current GMC Standard Rates and Fee Schedule and "Attachment D" for the Standard Contract Provisions. These attachments will be considered a part of this agreement.

G> QBS STATEMENT:

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from "bidding" professional services. Due to these requirements, the consultant must first be chosen based on the firm qualifications prior to submitting a fee proposal. By submitting this proposal, GMC assumes that it has been selected to provide the included services. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, LLC



J. Coleman Williams, P.E.
Vice President Engineering

Accepted:
The City of Madison, Alabama

Paul Finley, Mayor X:

Date: _____

Attest:

Lisa D. Thomas, City Clerk-Treasurer

ATTACHMENT A



Goodwyn Mills Cawood September 23, 2022

117 Jefferson Street North
Huntsville, Alabama 35801

T (256) 539-3431
F (256) 536-9913

www.gmcnetwork.com

Ms. Michelle Dunson, PE, CFM
City of Madison
Engineering Department
100 Hughes Road
Madison, Alabama 35758

RE: Proposal for Geotechnical Services
Proposed Gravity Retaining Wall on Mill Road
Madison, Madison County, Alabama
GMC Geotechnical Proposal No. GP-22-194G

Dear Ms. Dunson,

Goodwyn Mills Cawood, LLC (Geotechnical & Construction Services Division) is pleased to provide this proposal to perform a geotechnical exploration for the proposed gravity retaining wall on Mill Road located in Madison, Alabama. This proposal discusses the proposed scope of services to be provided by Goodwyn Mills Cawood (GMC) and presents the applicable fees.

PROJECT INFORMATION

The project will consist of constructing a gravity retaining wall constructed within 10 feet of the edge of Mill Road. We have been provided with the topographic survey and the requested spacing of no more than 75 feet apart and coring refusal material, if encountered in 4 or 5 locations. Due to the existing creek and minimal shoulder, the borings will have to be drilled along the side of the road. Traffic control will be required to perform the drilling.

GEOTECHNICAL SCOPE OF SERVICES

Field Exploration

As requested, we propose to drill a total of sixteen (16) soil test borings spaced at approximately 75 feet apart. The borings will be drilled to 30 feet or to refusal, whichever is encountered first. If auger refusal is encountered within the top 20 feet, we will core 5 feet of the refusal material in two or three boring locations.

Split-spoon sampling and standard penetration testing will be conducted at standard intervals in the borings. Each borehole will be backfilled with soil cuttings from the drilling process upon completion. Relatively undisturbed samples will be attempted in two borings to perform undisturbed triaxial shear tests in the retained zone and below the foundation level.

We understand that Mill Road has about 9,000 vehicles per day in this area, we propose to start work shortly after 8:00 AM and finish before 5:00 PM each day. We anticipate the drilling to take 5 days to complete. During the drilling we will close one lane and provide personnel to direct traffic during road closures.



Information/Services to be Provided by Client

It is assumed that the following information and services will be provided by the client or its representative:

- Designate a person to act as their representative, with respect to the services rendered in this proposal.
- Obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal.

Laboratory Testing

A geotechnical engineer will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, and natural moisture contents. Triaxial shear tests will be performed on suitable undisturbed samples, if applicable.

Reporting

All work will be performed under the direction of one of our Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory work has been completed, we will provide you with a written report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagrams, and a Boring Location Plan.
- We will provide traffic control during the drilling process.
- We will backfill the bore holes and patch with asphalt cold patch.
- Information regarding groundwater conditions (if encountered).
- Recommended foundation types for the subsurface conditions encountered including anticipated foundation bearing capacities, potential settlements, and installation recommendations and bearing depths.
- Provided estimated soil parameters for retaining wall design.
- Perform global stability of the proposed retaining wall based on preliminary wall design (to be provided).
- Seismic site classification based on SPT N-values and previous experience.

COMPENSATION

The cost is based on the site being drilled with a truck-mounted drill. Based on the above scope of services, we will perform the above scope of services for the following fee breakdown:

Field Exploration.....	\$19,430
Traffic Control.....	\$ 9,050
Laboratory Testing	\$ 4,320
Reporting/Analysis.....	\$ 5,200
Total Fee.....	\$38,000



SCHEDULE

We can begin our fieldwork in about 4 to 5 weeks of receiving authorization. We anticipate the boring layout and field exploration to take about 5 days. Laboratory testing will take about 3 weeks to complete. We will provide a written report within 3 weeks upon the completion of laboratory testing.

We appreciate the opportunity to propose these services to you on this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call.

Sincerely,
Goodwyn Mills Cawood, LLC

Michael J. McNeill, PE
 Senior Geotechnical Engineer
 Geotechnical & Construction Services

AUTHORIZATION

If this proposal is acceptable, please sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal.

Agreed To* This _____ Day of November, 2022
 Name: Paul Finley X: _____
 Title: Mayor _____
 Firm: City of Madison, Alabama _____
 Address: 100 Hughes Road Madison AL 35758 _____
 Phone: 256-772-5681 Email: Legal@madisonal.gov

**Constitutes acceptance of GMC's General Conditions*



**GOODWYN MILLS CAWOOD, LLC
GEOTECHNICAL & CONSTRUCTION SERVICES
GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.
9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under



applicable law), until paid. Client agrees to pay GMC's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. **LIMITATION OF LIABILITY:** GMC's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. In performing its professional services, GMC will use that degree of care and skill ordinarily exercised under similar principles and practices by members of its profession. Statements made in GMC reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Should GMC or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GMC's work agree that the maximum aggregate amount of the liability of GMC, its officers, employees, and agents shall be limited to \$25,000.00 or the total amount of the fee paid to GMC for its work performed with respect to the project, whichever amount is greater. No action or claim, whether in tort, contract, or otherwise, may be brought against GMC, arising from or related to GMC's work, more than two years after the cessation of GMC's work hereunder.
11. **INDEMNITY:** Subject to the foregoing limitations, GMC agrees to indemnify and hold Client harmless from and against costs and expenses including reasonable attorney's fees to the extent caused by GMC's negligence. Client shall provide the same indemnification as contained in this paragraph to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GMC, the party initiating such action shall pay to GMC the costs and expenses incurred by GMC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GMC shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GMC for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GMC's files in order and/or protect its professional reputation.
13. **WITNESS FEES:** GMC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GMC's legal expenses, administrative costs and fees pursuant to GMC's then current fee schedule for GMC to respond to any subpoena.
14. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **SAFETY:** Should GMC provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
16. **SITE EVENTS:** If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GMC will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ATTACHMENT B



**John
Clinton
Hines, P.E.**
geotechnical design
consultant

4030 Mt. Carmel-Tobasco Rd., Ste. 319
Cincinnati, OH 45255
ph. 513.843.6570
www.jchines.com

ENGINEERING SERVICES PROPOSAL

September 21, 2022

Client: Goodwyn Mills Cawood, LLC
2400 5th Avenue South, Ste. 200
Birmingham, AL 35233
Attn: Cole Williams, P.E.

Project: City of Madison
Mill Road Drainage Improvements
Madison, Alabama

We are pleased to offer this proposal for engineering consulting and design services related to the proposed retaining walls for the subject project. The following represents our current understanding of the project and our proposed scope of design services.

INTRODUCTION

The subject project will consist of the design of three (3) REDI-ROCK™ precast modular block retaining walls supporting a cut excavation in the drainage channel adjacent to Mill Road. The proposed retaining walls are approximately 1,200 linear feet in length, comprises a total face area of approximately 13,600 square feet and a maximum design height of 12.0 feet. The retaining wall design will include the design of two (2) cast-in-place concrete headwalls and/or pipe collars for a 24" RCP and a 30" RCP cross-drain outlet penetration through the block wall face. Final dimensions of the walls shall be consistent with the requirements of the final project site grading plans as approved by the owner.

DESIGN SCOPE

The following design scope of work will be completed in accordance with current national standards of practice in retaining wall design, current state and local building codes and published material manufacturer's recommendations.

1. **Review of the project soils information.** We will review the project geotechnical report(s) and incorporate the recommendations of the project geotechnical engineer regarding the shear strength, allowable bearing capacity and design parameters appropriate for the in-situ soils.
2. **Preparation of construction drawings.** We will prepare all necessary elevation profiles, cross-sections, construction details and typical product details as well as installation specifications and inspection requirements necessary for proper construction. We will address all utility conflicts with the proposed retaining wall alignment. We will provide any additional retaining wall details as necessary for proper construction to accommodate utilities that must be placed above or below the proposed location of the retaining wall. The construction drawings will be sealed by a professional engineer licensed to practice in the state of Alabama and will be furnished as 24"X36" plan sheets in pdf format suitable for reproduction.
3. **Preparation of structural calculations.** We will prepare sealed calculations in accordance with the 8th Edition AASHTO LRFD Bridge Design Specifications as applied to earth retaining wall systems. The calculations will include analysis of all internal and external modes of failure, surcharge loads, live loads, seismic loading, the design of necessary subsurface drainage systems, deep-seated (overall) global stability analysis and any destabilizing effects of frost heave or rapid-drawdown conditions as appropriate. The calculations will be provided in a deliverable report that discusses all necessary assumptions and summarizes the results of the structural analysis. The final calculations report will be sealed by a professional engineer licensed to practice in the state of Alabama.

4. **Preparation of neat quantity summary.** Neat quantities for all materials required by the design to be permanently incorporated into the construction of the retaining walls will be summarized in a separate report.

EXCLUDED SCOPE / ITEMS FOR ADDITIONAL CONSIDERATION

- Final site grading and drainage design
- Geotechnical subsurface investigation
- Construction inspection services
- Preparation and cost of permit applications

SCHEDULE

Construction drawings will initially be issued as 100% complete drawings for construction pending review. Please allow 10 to 14 business days for delivery of the construction document submittal as defined in the forgoing design scope. Delivery of any revisions to the initial construction document submittal shall be established on a mutually agreed schedule following receipt of review comments and client's notice to proceed.

COMPENSATION

Fees for services rendered in performance of the above design scope shall be billed on an hourly basis according to the following fee schedule with a total not to exceed sum of:

FIFTEEN THOUSAND DOLLARS (\$15,000.00)

Any redesign of the retaining walls to accommodate changes in the site plan or any other factors beyond the reasonable control of JC Hines and Associates will be charged at the hourly rates below.

FEE SCHEDULE

Principal Engineer.....	\$ 180.00 / Hour
Sr. Project Engineer.....	\$ 150.00 / Hour
Sr. Project Designer.....	\$ 120.00 / Hour
Project Designer.....	\$ 90.00 / Hour

Any project related travel deemed necessary by the client will be billed in addition to the hourly rate as follows:

Automobile Mileage	\$ 0.65 / Mile
Reasonable Travel Expenses.....	Cost + 15%

DESIGN DELIVERY

Sealed structural calculations in support of the construction drawing file and the retaining wall material quantities summary report will be furnished as digital image computer files (.pdf). Construction drawing files will be furnished as .pdf format and delivered via electronic mail. Copies of the structural calculations report and construction drawings are available at the cost of reproduction and shipping. Shipment of requested paper copies will be made at the Client's expense via express mail.

Please review the following "Standard Form of Agreement For Engineering Services" which is also included as part of this proposal. We thank you for the opportunity to offer this proposal for your consideration. Should it meet with your approval, please indicate your acceptance by signing at the bottom of Page 5. Please do not hesitate to contact us should you have any questions or concerns regarding this proposal.

Respectfully Submitted:



John Clinton Hines, P.E.
Alabama Registration No. 26857-E

This proposal is confidential and intended for use only by the intended recipient in consideration of design services for the referenced project. This proposal is valid for a period of thirty (30) calendar days.

STANDARD FORM OF AGREEMENT FOR ENGINEERING SERVICES

I. BACKGROUND

1.1 This AGREEMENT for engineering services is made by and between John Clinton Hines, P.E., 4030 Mt. Carmel-Tobasco Rd., Ste. 319, Cincinnati, OH 45255, hereinafter the CONSULTANT and Goodwyn Mills Cowood, LLC, 2400 5th Avenue South, Ste. 200, Birmingham, AL 35233 hereinafter the CLIENT. This AGREEMENT shall remain in effect until substantial completion of site work construction for the PROJECT (as defined in Section II below) unless terminated earlier as provided in Paragraphs 13.1 & 13.2.

1.2 This document represents the entire AGREEMENT between the CONSULTANT and CLIENT. It supersedes all other communications, understandings and agreements both oral and written. Amendments to this AGREEMENT must be in writing and signed by both the CONSULTANT and the CLIENT.

II. PROJECT DESCRIPTION

2.1 The development, hereinafter known as the PROJECT, shall mean the proposed Mill Road Drainage Improvements in Madison, Alabama.

III. SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the engineering design of REDI-ROCK precast modular block retaining walls for the CLIENT on the PROJECT. The deliverables, hereinafter known as the DESIGN shall be as detailed in the foregoing PROPOSAL.

IV. SCHEDULE FOR RENDERING OF SERVICES

4.1 At the CLIENT'S request, the CONSULTANT shall prepare and submit for CLIENT approval, a schedule for the performance of the above scope of services. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope and disposition of the PROJECT as requested by the CLIENT or for delays caused by factors beyond the reasonable control of the CONSULTANT.

V. STANDARD OF PRACTICE IN DESIGN

5.1 In providing the scope of services under this AGREEMENT, the CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by registered professional engineers engaged in the practice of retaining wall design under the same conditions at the same time and in the same locality. CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this AGREEMENT.

VI. FEES

6.1 Compensation for services rendered shall be as set forth in the attached PROPOSAL.

VII. PAYMENT TERMS

7.1 Invoices shall be submitted by the CONSULTANT on a monthly basis for all services provided at hourly rates. All invoices are due upon receipt unless otherwise noted in the PROPOSAL. All unpaid, undisputed invoices aged 30 days or more shall be considered past due. CONSULTANT, at its sole discretion, may choose to temporarily suspend services under this AGREEMENT as set forth in 7.2 until payment has been secured from the CLIENT for any and all past due invoices. Payment by the CLIENT to the CONSULTANT for services rendered shall not be contingent upon the CLIENT's receipt of payment from others.

7.2 Failure of the CLIENT to make payment to the CONSULTANT for services rendered in accordance with the payment terms herein shall constitute a material breach of this AGREEMENT. Upon such breach of this AGREEMENT by the CLIENT, the CONSULTANT, at its sole discretion, may choose to suspend performance of services upon five (5) calendar-days written notice to the CLIENT. The CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by this breach of the AGREEMENT by the CLIENT. Upon payment in full by the CLIENT, the CONSULTANT shall resume services suspended under this AGREEMENT.

VIII. WRITTEN NOTICE

8.1 For purposes of this AGREEMENT, written notice shall require delivery via prepaid first-class mail, electronic mail or facsimile transmission. The notice shall be addressed to the attention of "President" of the intended party at the physical address of that party listed in Section I. The effective date of any such notice shall be the date transmitted or sent.

IX. INSURANCE

9.1 CONSULTANT shall maintain insurance coverage for professional liability in the amount of \$2 Million per claim and \$2 Million aggregate for a period of not less than one year following completion of the DESIGN.

X. PROJECT INFORMATION

10.1 The CLIENT shall furnish, at the CLIENT'S expense, all pertinent information required to perform the DESIGN, including but not limited to, architectural design specifications, technical reports, geotechnical laboratory test data and test results, land surveys, civil engineering site plans detailing existing site topography, proposed site grading, location of proposed site drainage structures and proposed site utilities, a report of geotechnical investigation and the recommendations of the project geotechnical engineer for the engineering properties of the soil in the reinforced, retained and foundation zones of the retaining wall structure(s) and information relating

to any and all surcharge loading conditions required to be supported by the proposed retaining wall(s). The CONSULTANT may use such information in preparing the DESIGN and is entitled to rely upon the accuracy and completeness thereof.

10.2 When it is not possible for the CLIENT to provide the project geotechnical engineer's recommendation for the engineering properties of soil in the areas that influence the retaining wall design, the CONSULTANT shall make assumptions based upon the report of geotechnical site investigation. In the case of such assumptions on the part of the CONSULTANT, it shall become the responsibility of the CLIENT to obtain concurrence review and approval of these assumptions by a qualified geotechnical engineer familiar with the site geotechnical conditions prior to construction. The CONSULTANT assumes no responsibility or liability for the accuracy of the assumed soil properties or for the interpretation of the subsurface conditions.

XI. OWNERSHIP OF DOCUMENTS

11.1 All signed and sealed documents produced by the CONSULTANT under this AGREEMENT shall remain the property of the CONSULTANT and may not be used by the CLIENT for any other purpose unrelated to the PROJECT without the written consent of the CONSULTANT.

XII. CONSTRUCTION OBSERVATION

12.1 When requested by the CLIENT, a representative of the CONSULTANT will visit the site to observe the progress and quality of the construction. Through this observation, the CONSULTANT shall endeavor to guard the CLIENT against defects and deficiencies in construction and will advise the CLIENT to reject work not in compliance with the CONSULTANT'S DESIGN; however, the CONSULTANT shall not be responsible for the failure of the contractor(s) to perform construction work in accordance with the DESIGN. The CONSULTANT shall not be responsible for the means, methods or procedures of construction selected by the contractor, and the contractor shall remain solely and completely responsible for conditions of the job site including the safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours. When on the site, the representative of the CONSULTANT is responsible for his/her own safety but has no responsibility for the safety of other personnel or other general safety conditions at the site.

XIII. TERMINATION

13.1 This AGREEMENT shall terminate upon substantial completion of the PROJECT or at the convenience of the CLIENT, without cause, with not less than five (5) calendar-days advance written notice to the CONSULTANT.

13.2 In the event of termination of this AGREEMENT by the CLIENT prior to completion of the PROJECT, the CLIENT shall, within thirty (30) calendar days of the effective date of termination, pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to and including the effective date of termination, in accordance with the payment provision of this AGREEMENT.

XIV. ASSIGNMENT

14.1 Neither party to this AGREEMENT shall transfer, sublet or assign any rights under or interest in this AGREEMENT, including but not limited to payments due or payments that may become due for services rendered without prior written consent of the other party.

XV. INDEMNIFICATIONS

15.1 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the CONSULTANT'S negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

15.2 The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT'S negligent acts in connection with the PROJECT and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

15.3 In addition, the CLIENT agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal or employee of the CONSULTANT shall have personal liability under this AGREEMENT, or for any matter in connection with the professional services provided with the PROJECT.

15.4 Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

XVI. HAZARDOUS MATERIALS

16.1 The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form.

XVII. SURVIVAL AND SEVERABILITY

17.1 Notwithstanding completion or termination of this AGREEMENT for any reason, all rights, duties and obligations of the parties to this AGREEMENT shall

survive such completion or termination and remain in full force and effect until fulfilled.

17.2 Any term or provision of this AGREEMENT found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this AGREEMENT shall remain in full force and effect.

XVIII. GOVERNING LAWS

18.1 With the exception of claims for professional negligence or errors and omissions, this AGREEMENT shall be construed and enforced in accordance with the laws of the state of Ohio.

XIX. MEDIATION

19.1 With the exception of claims arising from delinquent payments, prior to the institution of any legal proceedings, the parties shall submit any claims or disputes arising under this AGREEMENT to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

XX. EXECUTION OF THE AGREEMENT

20.1 The CLIENT indicates their acceptance of the terms and conditions of this AGREEMENT with their signature below.

Client: Goodwyn Mills Cawood, LLC

Printed Name: J. Coleman Williams

Title: Vice President Engineering

Signature: 

Approved by City of Madison, Alabama

Paul Finley, Mayor of Madison

Attest:

Lisa D. Thomas, City Clerk-Treasurer

ATTACHMENT C



2022

Engineering Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 250.00	Survey Crew	
Vice President	\$ 220.00	2-Person	\$ 175.00
		3-Person	\$ 235.00
Regional Technical Leader	\$ 220.00	4-Person	\$ 295.00
Design Manager	\$ 210.00		
State Technical Leader	\$ 190.00	Field Tech I	\$ 60.00
Design Coordinator	\$ 175.00	Field Tech II	\$ 75.00
Technical Specialist	\$ 150.00	Field Tech III	\$ 100.00
Senior Project Manager	\$ 200.00	Survey Tech I	\$ 85.00
Project Manager	\$ 175.00	Survey Tech II	\$ 110.00
Assistant Project Manager	\$ 150.00	Survey Tech III	\$ 125.00
Project Engineer	\$ 140.00	Project Coordinator	\$ 120.00
Project Professional	\$ 125.00	Project Surveyor	\$ 175.00
Staff Professional	\$ 115.00		
Senior Designer	\$ 140.00		
Designer	\$ 110.00		
CADD Tech II	\$ 100.00		
CADD Tech I	\$ 85.00		
Construction Engineering Manager	\$ 140.00		
Contract Administrator	\$ 95.00		
Senior Construction Representative	\$ 115.00		
Construction Representative	\$ 95.00		
Executive Administrative Assistant	\$ 85.00		
Administrative Assistant	\$ 70.00		
Engineering Intern/Co-Op	\$ 60.00		

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.585 per mile
Travel/ Meals/ Lodging	Cost
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
Equipment Rental	Cost plus twenty percent

ATTACHMENT D

GOODWYN, MILLS & CAWOOD, LLC

STANDARD CONTRACT PROVISIONS

ASSIGNMENT

Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that ENGINEER may retain sub-consultants as ENGINEER deems appropriate and ENGINEER may make a collateral assignment of this Agreement to its lenders.

DISPUTE RESOLUTION

OWNER and ENGINEER agree that as a condition precedent to litigation they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. The OWNER and the ENGINEER further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

OWNER and ENGINEER agree that subsequent to a failed mediation, any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof between the parties shall be filed in a court of jurisdiction with both parties waiving their right to a trial by jury. The OWNER and the ENGINEER further agree to require a similar provision in all agreements with independent contractors and consultants, thereby providing for litigation with a waiver of a right to trial by jury as the selected binding dispute resolution between the parties to those agreements.

ALLOCATION OF RISKS - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's services under this Agreement. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by OWNER and ENGINEER in "Allocation of Risks", if any.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding ENGINEER's liability from any use of such electronic media.

STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and compensation.

FAILURE TO PAY

If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, then amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

CONSTRUCTION PHASE SERVICES

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees, agents or sub-consultants at a construction site, shall relieve any contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents or for the failure of any person or entity to carry out the work in accordance with any contract documents. Notwithstanding any inspections by ENGINEER or its employees, agents or sub-consultants, ENGINEER shall have no liability for the failure of any person or entity to carry out any work in accordance with any contract documents.

JOBSITE SAFETY

ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The ENGINEER and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

In the event ENGINEER encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the ENGINEER's scope of services, times of performance, and compensation shall be equitably adjusted.

MISCELLANEOUS PROVISIONS:

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.

- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Alabama.
- f. **Entire Agreement:** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. **Section Headings:** Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. **Time:** Time shall be of the essence in this Agreement.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. **Costs of Enforcement:** In the event that any party hereto defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party all fees, costs and expenses (including attorneys' fees and expenses) incurred in enforcing the provisions of this Agreement.
- k. **Construction of Agreement:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- l. **No Third-Party Beneficiary:** This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.

RESOLUTION NO. 2022-293-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Halliburton Surveying & Mapping, LLC, for boundary and topographic surveying services for a topographic and boundary survey along Segers Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Halliburton Surveying & Mapping, 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 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama



Halliburton Surveying & Mapping, LLC

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

Physical Address:
412 Governors Drive
Huntsville, AL 35801

October 19, 2022

Attention: Ms. Michelle Dunson, P.E.
City of Madison Engineering
100 Hughes Road
Madison, AL 35758

Reference: Segers Road Proposed Sidewalk
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for professional services associated with a R.O.W. Verification Survey and Topographic Survey along Segers Road.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, LLC

A handwritten signature in blue ink, reading "William R. Blackwell", is written over a horizontal line.

William R. Blackwell, P.L.S.

Senior Project Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between **HALLIBURTON SURVEYING & MAPPING, LLC**, an Alabama limited liability company ("Surveyor") and **THE CITY OF MADISON** ("Client") as of this 19th day of October in the year 2022.

RECITALS

WHEREAS, Surveyor is in the business of surveying real property; and

WHEREAS, subject to the terms and conditions of this Agreement, Client desires Surveyor to provide the services set forth on Attachment A;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

Article 1 Scope of Services.

Surveyor shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

Article 2 Payment for Services.

Client shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

Article 3 Payment Terms.

Client agrees to pay all fees within 30 days of the date of the invoice. Balanced more than 10 days over-due will be assessed an interest rate of 1% per month. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs and reasonable attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

Article 4 Modifications and Adjustments.

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Surveyor and Client.

Article 5 Indemnification.

The Client shall indemnify, defend, and hold harmless Surveyor from all losses, damages, costs and expenses which Surveyor may suffer or sustain which result from acts or omissions of the Client, its contractors, agents, employees or any other persons (except Surveyor's own employees and agents) at the site.

Article 6 Limitation of Liability.

LIABILITY OF SURVEYOR, IF ANY, AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY THE CLIENT TO SURVEYOR DURING THE PERIOD OF THIS AGREEMENT. SURVEYOR WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SURVEYOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF INCOME, DAMAGES TO BUSINESS REPUTATION.

Article 7 Rights and Benefits.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

Article 8 Applicable Law.

The terms and conditions of this Agreement shall be governed by the law of the State of Alabama without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT

THE CITY OF MADISON

By: _____

Print: _____

Title: _____

Date: _____

SURVEYOR

HALLIBURTON SURVEYING & MAPPING, LLC

By: William R. BlackwellPrint: William R. BlackwellTitle: Senior Project ManagerDate: 10/19/2022

This agreement offer will expire in 5 days, unless signed and received from the Client.

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from “**bidding**” professional services. Due to these requirements, the consultant must first be chosen based on the firm qualifications prior to submitting a fee proposal. By submitting this proposal, Halliburton Surveying and Mapping assumes that it has been selected to provide the included services. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

ATTACHMENT A

SCOPE OF SERVICES

TASK 1- PARTIAL TOPOGRAPHIC SURVEY AND R.O.W. VERIFICATION SURVEY

1. Perform a Partial Topographic Survey of the area marked in red on Attachment C hereof.
 - a. The Partial Topographic Survey shall depict and include the following information.
 - i. Location of only the edge of pavement of the Westerly edge of Segers Road and only the centerline of the existing ditch every 50'.
 - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
2. Perform a R.O.W. Verification of the Westerly R.O.W. line of Segers Road within the area marked in red on Attachment C.
3. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
4. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
5. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

TASK 2- TOPOGRAPHIC SURVEY AND R.O.W. VERIFICATION SURVEY

1. Perform a Topographic Survey of the area marked in red on Attachment C hereof.
 - a. The Topographic Survey shall depict and include the following information.
 - i. Location of all observed improvements within the survey area, including but not limited to, the Westerly edge of paving of Segers Road, ditches, curb and gutter, drives, changes in grade and all visible surface improvements and utilities.
 - ii. Survey shall go 5' beyond the Westerly R.O.W. Line.
 - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - c. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where in additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
2. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
3. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.

4. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.

SCHEDULE:

1. Surveyor is expected to being work within approximately three (3) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
 - a. (Partial) Topographic Survey and R.O.W. Verification Survey
 - i. Issue FINAL (Partial) Topographic Survey and R.O.W. Verification Survey at four 4-weeks after NTP.
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

EXCLUSIONS:

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

- Signing any client or 3rd party contract agreements.
- Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Bond Plat (if required)
- Boundary Survey
- Subdivision Platting
- Private Utility Locate/Ground Penetrating Radar
- ALTA/NSPS Land Title Survey
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request.
- Rezoning, variance or other matters not specifically mentioned herein above.

- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits.
- Depth of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Construction Layout/Staking
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE

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

FIXED FEE (Please initial which Task you would like for us to perform)

**TASK 1: PARTIAL TOPOGRAPHIC SURVEY & R.O.W. VERIFICATION SURVEY –
LUMP SUM - \$2,500.00**

* _____ * ***Initial to approve TASK 1***

OR

**TASK 2: TOPOGRAPHIC SURVEY & R.O.W. VERIFICATION SURVEY –
LUMP SUM - \$3,200.00**

* _____ * ***Initial to approve TASK 2***

HOURLY RATES AND MATERIALS:

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

Any services requested in additional to the Scope defined hereinabove shall be subject to an Hourly Fee Schedule and reimbursable expenses. Our 2022 standard rates are defined as follows:

Principal Land Surveyor	\$180 / hour
Senior Project Manager	\$155 / hour
Project Manager	\$135 / hour
Project Land Surveyor	\$130 / hour
Assistant Project Manager.....	\$115 / hour
*1-Man Field Survey Crew.....	\$131 / hour
*2-Man Field Survey Crew.....	\$175 / hour
*3-Man Field Survey Crew.....	\$200 / hour
Private Utility Locating.....	\$1,000 / half day
Land Surveyor-in-Training (LSIT).....	\$105 / hour
Draftsman.....	\$95 / hour
Modeler (Drone & Laser Scanning Software)...	\$135 / hour
Courier or Administrative	\$65 / hour
**Laser Scanning	\$2,900 / day
***1 arc second accuracy total station.....	\$25 / hour
****Multi-Constellation GPS Base & Rover....	\$25 / hour
<i>*Standard field crews are equipped with a truck, total station, auto-level and GPS technologies.</i>	
<i>**Scanning hardware collects up to 2,000,000 points per second.</i>	
<i>***Utilization of a 1" accuracy total station is an additional fee to any labor category</i>	
<i>****Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category</i>	


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


Note: Any services provided after December 31, 2022 are subject to a 7% yearly escalation.

Attachment C

Proposed City of Madison Sidewalk
Segers Road
10/19/2022

Legend

 Most Merciful Jesus Catholic Church

 Proposed COM Sidewalk



RESOLUTION NO. 2022-301-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR
THREE PARK PRESERVE, PHASE TWO**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective November 14th, 2022, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way ad easements dedicated for 3 Park Preserve, Phase 2 as recorded in the Limestone Probate Office in Plat Book K, Pages 248-249.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: 3 Park Preserve Phase 2

Principal: Tennessee Valley Communities, LLC.

Bond No: 1750084294 Amount: \$119,975.93 LOC X Cash

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

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

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 10th day of October, 2022.

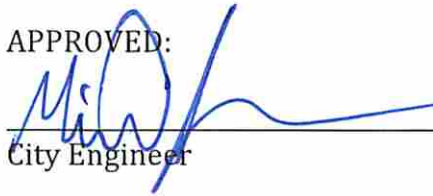

(WITNESS)

PRINCIPAL

By: 

Its: MANAGER

APPROVED:


City Engineer

10/31/2022
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer



**IRREVOCABLE LETTER OF CREDIT
(FOR SUBDIVISION MAINTENANCE BOND)**

BENEFICIARY:

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

APPLICANT:

Tennessee Valley Communities LLC
8624 Memorial Parkway SW
HUNTSVILLE AL 35802
(hereinafter "Developer")

BANK:

FirstBank
720 Gallatin Street, Suite 150
Huntsville, AL 35801
(hereinafter "Bank")

Subdivision : 3 Park Preserve, Phase II

LOC No. 1750084294
Amount: \$119,975.93
Date: 9-30-2022
Expiration: 12-14-2024
(25 MONTHS)

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

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

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

Except as otherwise stated, this LOC is subject to the "Uniform Customs and Practices for Documentary Credit" (1993 revision) International Chamber of Commerce Publication No. 500 ("UCP"). As to matters not covered by the UCP, this credit is subject to and governed by the laws of the State of Alabama.

Additional terms or conditions: N/A

Bank: FirstBank

By: _____

Tracey Young
Title: Vice President

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: 3 PARK PRESERVE PHASE 2

Plat Book: K Page: 248-249 or Document # _____

Probate Records of LIMESTONE County, Alabama

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

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

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: AUGUST 3, 2022

Developer: TENNESSEE VALLEY COMMUNITIES, LLC

Address: 8624 MEMORIAL PARKWAY SW, HUNTSVILLE, AL 35802

By: _____

**ENGINEERING CERTIFICATION
(THE BOARD)**

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

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

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

Date: AUGUST 3, 2022

Consulting Engineer(s): 2 THE POINT, INC.

Address: 8624 MEMORIAL PARKWAY SW, HUNTSVILLE, AL 35802

By: _____

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

Subdivision: 3 PARK PRESERVE PHASE 2

Plat Book: _____ Page: _____ or Document # _____

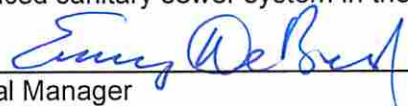
Probate Records of LIMESTONE County, Alabama

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



Board Inspector

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



General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 15th day of August, 2022, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.



Board Chairman

**ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON**

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

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

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

Date: _____

Consulting Engineer(s): 2 THE POINT, INC.

Address: 8624 MEMORIAL PARKWAY SW, HUNTSVILLE, AL 35802

By:  _____

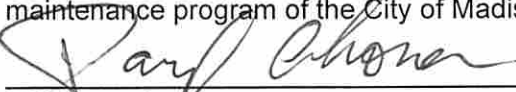
**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

Subdivision: 3 PARK PRESERVE PHASE 2

Plat Book: _____ Page: _____ or Document # _____

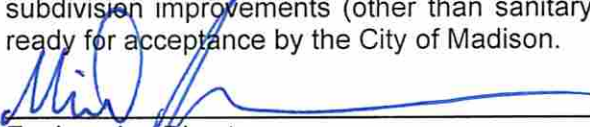
Probate Records of LIMESTONE County, Alabama

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



City Inspector

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



Engineering Director

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

Council President

Mayor

RESOLUTION NO. 2022-300-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MYSIDEWALK, INC., FOR USE OF COMMUNITY RISK ASSESSMENT SOFTWARE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an Agreement (“Agreement”) with mySidewalk, Inc., for a CRAIG 1300 Pro subscription, which is a community risk assessment generator, for Madison Fire & Rescue, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Renewal 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 mySidewalk, 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 14th day of November 2022.

Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

mySidewalk and Madison Fire and Rescue Renewal Agreement

This subscription renewal is entered into by and between mySidewalk, Inc. "mySidewalk" and Madison Fire and Rescue "Customer" is effective as of the Renewal Start Date: October 12 , 2022.

Customer Name	Madison Fire and Rescue
Address	101 Mill Road
City, State Zip	Madison, AL, 35758
Primary Contact	Ryan Gentry
Contact Email	Ryan.Gentry@madisonal.gov

mySidewalk Subscription Description:

Your subscription includes:

- CRAIG 1300 Pro

CRAIG 1300- Pro: Your subscription to mySidewalk includes the updates, maintenance, support and hosting of the CRAIG 1300 Pro Dashboard as specified in the previously executed Partnership Agreement between mySidewalk and Madison Fire and Rescue on 10/12/2021.

Custom data and narrative services are available for an additional fee depending on the scope of request.

Investment Summary

Term	mySidewalk Product(s)	Recurring Fee (Annual Subscription)
1 year	CRAIG 1300 Pro	\$900/year

Fee & Payment:

This agreement will be governed by the previously agreed upon Software-as-a-Services Terms & Conditions between Madison Fire and Rescue and mySidewalk. The Customer will be invoiced annually according to the above Investment Summary and fee schedule for the one year term. All payments are due Net 30.

**ACCEPTED AND
AGREED TO BY:**

City of Madison, Alabama

Name: Paul Finley

Title: Mayor

Date: November , 2022

Signed:

ATTEST:

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

MYSIDEWALK, INC. “mySidewalk”

Name: Stephen Hardy

Title: CEO

Date: 11/2/2022

Signed: Stephen Hardy

RESOLUTION NO. 2022-295-R

A RESOLUTION TO OBLIGATE THE PRIMARY INTENDED USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE PURCHASE AND RENOVATION OF THE HEXAGON PROPERTY

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act (ARPA), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic; and

WHEREAS, ARPA funds are intended to provide support to local governments and, in part, to address systemic public health, public safety and economic challenges caused by the COVID-19 Pandemic; and

WHEREAS, the United States Department of Treasury has adopted the Final Rule as guidance regarding the use of ARPA Funds allocated to local governments; and

WHEREAS, the City of Madison shall receive ARPA funds in the amount of \$5,003,914, which can be spent in accordance with the rules and regulations issued by the U.S. Treasury; and

WHEREAS, the City of Madison is in need of a fire station and police precinct on the south side of Interstate 565 that could not be accommodated due to the reduced revenues and economic impact of the COVID-19 Pandemic; and

WHEREAS, the City of Madison is also in need of additional office and storage space for other City operations that could not be addressed during the COVID-19 Pandemic due to said reduced revenues and the economic impact of the COVID-19 Pandemic; and

WHEREAS, the City proposes to use those ARPA funds allocated to the City, in the amount of \$5,003,914, for the purchase and renovation of Property formerly known as the Hexagon to provide its citizens with a fire station, police precinct and additional facilities serving the public safety and public health of its residents;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Madison, Alabama, that the ARPA Funds shall be earmarked for the purpose of purchasing and renovating the former Hexagon Property to improve public safety and health with these improvements that could not be undertaken during the COVID Pandemic.

READ, PASSED AND ADOPTED THIS 14th DAY OF NOVEMBER 2022.

Council President
City of Madison, Alabama

Resolution No. 2022-295-R
Page 1 of 2

ATTEST:

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

APPROVED this ____ day of November 2022.

*Paul Finley, Mayor
City of Madison, Alabama*

RESOLUTION NO. 2022-294-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT HAND ARENDALL HARRISON SALE**

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 Hand Arendall Harrison Sale, for services as bond counsel in connection with the issuance of Warrants and Bonds for the purpose of financing an access ramp from Interstate 565, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto 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 Hand Arendall Harrison Sale, 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 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama



R. Preston Bolt, Jr.
 rbolt@handfirm.com
 DIRECT 251 694 6292 / FAX 251 544 1605

October 25, 2022

City of Madison
 100 Hughes Rd.
 Madison, Alabama 35758
 Attn: Roger Bellomy, Finance Director

Re: General Obligation Economic Development Warrants

Dear Richard:

The purpose of this engagement letter is to set forth certain matters concerning the services to be performed by this firm as bond counsel in connection with the issuance of the above-referenced obligations (the "Warrants"). We understand that the Warrants are to be issued by City of Madison (the "City") for the purpose of financing "flyover ramps" for access to and from Interstate 565 at the Town Madison exit (the "Project"). The City may also elect to apply proceeds of the Warrants to prepay and redeem approximately \$40,000,000 in obligations of the Town Madison Cooperative District (the "Cooperative District") that were originally applied to finance various items of public infrastructure within or in support of the Town Madison development.

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") regarding the validity and binding effect of the Warrants, the source of payment and security for the Warrants, and the excludability of interest on the Warrants from gross income for federal and State of Alabama income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Warrants and coordinate the authorization and execution of such documents.
- (3) Assist the City in the preparation of an official statement or other offering document to be provided to potential purchasers of the Warrants.
- (4) Review legal issues relating to the structure of the Warrant issue.
- (5) Preparation and submission on behalf of the City of an Internal Revenue Service Form 8038.

October 25, 2022

Page 2

- (6) Prepare a continuing disclosure undertaking and assist as requested in the preparation of an official statement of the City with respect to the Warrants.
- (7) Prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Warrants.

Our duties in this engagement are limited to those expressly set forth above or as are otherwise required in order to permit us to render our Opinion. In particular, we are not retained to provide continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Warrants will continue to be excludable from gross income for federal income tax purposes. For example, our engagement does not include compliance with the rebate obligations with respect to the Warrants.

Our Opinion will be addressed to the City and will be delivered by us on the date the Warrants are exchanged for their purchase price (the Closing).

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Warrant. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Warrants and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (b) Preparing blue sky or investment surveys with respect to the Warrants.
- (c) Drafting state constitutional or legislative amendments.
- (d) Making an investigation or expressing any view as to the creditworthiness of the City or the Warrants.
- (e) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (f) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Warrants will continue to be excludable from gross income for federal income tax purposes (*e.g.* our engagement does not include rebate calculations for the Warrants).

October 25, 2022

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(h) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Warrants.

CONFLICTS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Warrants, such as the trustee or paying agent or an investment banking firm participating in the financing. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Warrants so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Warrants. Execution of this letter will signify the City's consent to our representation of other consistent with the circumstances described in this paragraph.

It is common practice in Warrant transactions for various parties to consult with bond counsel concerning document provisions, structural issues, common practices and tax or other legal questions affecting the financing. To the extent we are able to consult with other parties and their counsel without adversely affecting the interests of the City we shall do so. We will not, however, undertake to represent the interest of any other parties.

FEES AND OTHER MATTERS

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Warrant; (ii) the duties we will undertake pursuant to this engagement letter, including participation in the validation proceedings; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$48,000. If the financing includes the Cooperative District obligations we expect that our fee will be \$70,000. In either case, our fee may vary: (a) if the principal amount of Warrants actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; (c) if an order validating the Warrants

October 25, 2022

Page 4

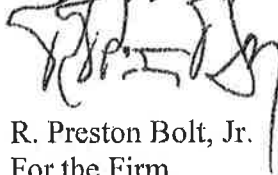
is appealed to the Alabama Supreme Court; or (d) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. In addition, and as you are aware, over the past fifteen months we have deferred billing on the Town Madison restructuring; the fees quoted above do not include those deferred fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Our fee will include charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, filing fees, computer-assisted research. If we are asked to incur expenses that would not be covered by our fee, we will so advise you. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

If, for any reason, the financing represented by the Warrants are not consummated or is completed without the delivery of our Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$175 to \$400.00 depending on personnel) for time actually spent on your behalf, plus client charges, as described above.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any document or other materials retained by us in accordance with our document retention policy, a copy of which is attached hereto.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,



R. Preston Bolt, Jr.
For the Firm

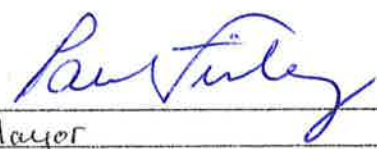
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Enclosure

8414569_1

ACCEPTED AND APPROVED

CITY OF MADISON

By: 
Its: Mayor
Date: _____

**Hand Arendall Harrison Sale LLC Client Document Retention and
Destruction Policy (as applied to financing transactions)**

It is the policy of Hand Arendall Harrison Sale LLC to maintain the content of your file in a confidential manner and, based upon your preferences and our legal and ethical obligations, to return your file to you - or portions of such file to which you are entitled - at the conclusion of any particular matter or case. In the case of files for financing transactions we will hold the file until its content is substantially and practically obsolete and its retention would serve no useful purpose.

You and Hand Arendall Harrison Sale LLC may agree in advance to the return, destruction or other disposition of your file. From time-to-time, a court order or confidentiality agreement with a third party may also dictate the return, destruction or other disposition of your file, and we will abide by such an order or agreement.

In the absence of such agreement with you, or any such court order or confidentiality agreement, Hand Arendall Harrison Sale LLC will take reasonable steps to provide you reasonable notice in advance of any proposed destruction of your file. If you object to our planned destruction of your file, you may request the file be returned to you.

It is important that following the conclusion of our representation that you keep Hand Arendall Harrison Sale LLC advised of any changes in your address so we can stay in touch regarding your file.

RESOLUTION NO. 2022-289-R**A RESOLUTION PURSUANT TO SECTION 94.01 MAKING CERTAIN REQUIRED FINDINGS OF FACT REGARDING ECONOMIC DEVELOPMENT AND THE AUTHORIZATION OF A FUNDING AGREEMENT BETWEEN THE CITY OF MADISON, ALABAMA AND TOWN MADISON COOPERATIVE DISTRICT, AND APPROVING FORMS OF RELATED DOCUMENTS**

WHEREAS, the City authorized the incorporation of the Town Madison Cooperative District, an Alabama public corporation (the “District”), in cooperation with Madison County, Alabama (the “County”), in 2014, to provide for the acquisition, construction, and installation of capital improvements for public infrastructure within the jurisdiction of the District, which encompasses approximately 671 acres adjacent to Interstate 565 and is commonly known as “Town Madison,” a mixed-use entertainment, destination, lodging, residential, commercial, and retail area that has been developed by Town Madison, LLC; and

WHEREAS, the District issued its Special Project Revenue Bond (Federally Taxable – Town Madison Project), Series 2014-B, dated August 15, 2014 (the “Series 2014-B Bond”), in the principal amount of \$22,000,000, secured in part by payments to be made by the City pursuant to a Funding Agreement (the “2014 City Funding Agreement”) among the City, the District, Town Madison, LLC and Regions Bank, as paying agent; and

WHEREAS, the Series 2014-B Bond is currently owned by Town Madison Bondholder, LLC, an affiliate of Town Madison, LLC and, Louis W. Breland; and

WHEREAS, on August 15, 2018, the parties to the 2014 City Funding Agreement entered into an Amended and Restated Funding Agreement (the “2018 City Funding Agreement”) pursuant to which certain terms of the Series 2014-B Bond were amended and various provisions of the 2014 City Funding Agreement were supplemented and amended; and

WHEREAS, the City of Madison (the “City”) and the District propose to restructure the obligations of the City, the District and Breland, including a new Funding Agreement (the “2022 Funding Agreement”) between the City and the District to support the payment of principal and interest on revenue bonds to be issued by the District, initially to restructure the obligations under the Series 2014-A Bond and eventually to refund and redeem such Series 2014-A Bond; and

WHEREAS, this same 2022 Funding Agreement will permit the City, at its option, to prepay and redeem the Series 2014-A Bond and will also provide for the City to undertake directly the construction and installation of the flyover access ramps previously undertaken by Town Madison, LLC; and

WHEREAS, as evidence of its obligations under the 2022 Funding Agreement the City will deliver its Limited Obligation Revenue Warrant, Series 2022 (the “Series 2022 Warrant”) to the District;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1. Finding that this Resolution satisfies the requirements of Alabama Constitutional Amendment Number 772

- (a) This Council has determined that the proposed Funding Agreement providing for expenditure of public funds and the lending of the City's credit for the referenced bonds serve a valid and sufficient public purpose, to wit: the expansion of the tax base of the City; increased employment opportunities; increased tax revenues, including from sales and use, ad valorem, lodging and other excise and license taxes imposed by the City; and improved public infrastructure; and
- (b) Although the improvements financed or refinanced with proceeds of the bonds issued by the District will constitute publicly owned infrastructure, the economic benefit of such improvements will inure to Town Madison, LLC, Town Madison Bondholder, LLC and other affiliates of Louis W. Breland; and
- (c) At least seven (7) days prior to the passing of this Resolution, a notice was published in the *Huntsville Times* describing in reasonable detail the action proposed to be taken, a description of the public benefits sought to be achieved by the action and identifying each individual, firm corporation or other business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or things of value.

Section 2. Authorization of City Funding Agreement Amendment and Related Documents

- (a) The City does hereby authorize and direct the execution of the Funding Agreement. The Funding Agreement shall be in substantially the form and of substantially the content as presented to and considered by the City Council, with such changes or additions thereto or deletions therefrom as shall not amend or increase the obligations of the City thereunder and as shall be approved by the Mayor of the City, which approval shall be conclusively evidenced by the execution of the Funding Agreement by the Mayor as hereinafter authorized. The Mayor of the City is hereby authorized and directed to execute, acknowledge, and deliver the Funding Agreement for and on behalf of and in the name of the City. The City Clerk is hereby authorized and directed to attest the same; and
- (b) The Funding Agreement presented, considered, and adopted by the City Council shall be filed in the permanent records of the City; and
- (c) The City does hereby authorize and direct the execution of the Series 2022 Warrant and the delivery thereof to the District in accordance with the terms of the Funding Agreement. The Series 2022 Warrant shall be in substantially the

form and of substantially the content as is attached to the Funding Agreement as Exhibit 2.7(a), with such changes or additions thereto or deletions therefrom as shall not amend or increase the obligations of the City thereunder and as shall be approved by the Mayor of the City, which approval shall be conclusively evidenced by the execution of the Series 2022 Warrant by the Mayor as herein authorized. The Mayor of the City is hereby authorized and directed to execute, acknowledge, and deliver the Series 2022 Warrant for and on behalf of and in the name of the City. The City Clerk is hereby authorized and directed to attest the same.

Section 3. General Authorization; Ratification of Actions

- (a) The officers of the City, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the City such other acts, and execute, deliver, file, and record such other instruments, documents, certificates, notifications, and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Resolution ratifying the Funding Agreement; and
- (b) Any prior actions taken, or agreements made, or documents executed, by any officers of the City in connection with the Funding Agreement and the transactions therein authorized and approved are hereby ratified and confirmed; and
- (c) The City's obligations under the City Funding Agreement shall constitute a limited obligation, payable solely from City Net Project Tax Proceeds (as defined in the Funding Agreement), and shall only be chargeable against the City's special debt limit provided under Amendment 772 to the Constitution of Alabama, codified as Section 94.01 to the Recompiled Constitution of Alabama, as amended by amendment proposed by Act No. 2022-286 of the Legislature of Alabama and ratified on November 8, 2022, under which the City has sufficient capacity

Section 4. General

- (a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed; and
- (b) This Resolution shall take effect immediately.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of November 2022.

Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

MCG Draft/11-10-2022

FUNDING AGREEMENT

Dated _____, 2022

Between

TOWN MADISON COOPERATIVE DISTRICT

and

CITY OF MADISON

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EXHIBIT 1.1(e) - Future Public Infrastructure Projects

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FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated _____, 2022 is entered into by **TOWN MADISON COOPERATIVE DISTRICT**, an Alabama public corporation (the “Issuer”), and **CITY OF MADISON**, an Alabama municipal corporation (the “City”).

Recitals

This Funding Agreement is being entered into in connection with the issuance, pursuant to the Indenture referred to herein, by the Issuer of the Series 2022A Bonds and the Additional Bonds referred to herein, in an aggregate principal amount determined as set forth herein. The purpose of this Funding Agreement and of related financing documents is described in the recitals to the Indenture.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

(a) For all purposes of this Funding Agreement, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meaning assigned in the form of Indenture attached hereto, which definitions are hereby incorporated by reference as though set forth herein.

(b) For all purposes of this Funding Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“**Additional Bonds**” shall mean a series of Bonds issued pursuant to Article 7 of the Indenture and a related Supplemental Indenture.

“**Amortization Reduction Period**” shall mean the number of years, or portions thereof, by which the final Maturity of any series of Bonds is reduced if each Series 2022A Redemption Fund Annual Amount or each similar annual amount prescribed in a Supplemental Indenture is paid.

“**City Alcoholic Beverage Tax**” shall mean collectively (1) the liquor privilege and license excise tax levied and collected pursuant to Article IV of Chapter 4 of the Code of Ordinances of the City of Madison, Alabama at the rate of 12% of gross receipts, and (2) any taxes, fees or other monetary impositions of the same general nature as those described in clause (1) of this definition that may be imposed by the City in lieu of, in substitution for, and/or in continuation of those described in clause (1) of this definition.

“**City Lodging Tax**” shall mean collectively (1) the tax levied and collected pursuant to Article VIII of Chapter 10 of the Code of Ordinances of the City of Madison, Alabama at the rate of 9% plus \$2.00 per room night, and (2) any taxes, fees or other monetary impositions of the same general nature as those described in clause (1) of this definition that may be imposed by the City in lieu of, in substitution for, and/or in continuation of those described in clause (1) of this definition.

“City Net Lodging Tax Proceeds” shall mean and include all proceeds and receipts of the City Lodging Tax less and except (1) the Excluded Hotels Lodging Tax and (2) the Dedicated City Lodging Tax.

“City Net Project Tax Proceeds” shall mean collectively (1) all of the City Net Sales Tax Proceeds collected or received by the City from businesses within the Project Area in each Fiscal Year in excess of the City Net Sales Tax Base Amount, (2) all of the proceeds of the City Property Tax collected or received by the City with respect to property within the Project Area in each Fiscal Year in excess of the City Property Tax Base Amount, (3) all of the proceeds of the City Alcoholic Beverage Tax collected or received by the City from sales within the Project Area in each Fiscal Year, and (4) all of the City Net Lodging Tax Proceeds collected or received by the City with respect to rooms or trailer spaces within the Project Area in each Fiscal Year; provided, however, should the City increase the current rate of any of its taxes described in this definition, the “City Net Project Tax Proceeds” shall exclude that portion of the proceeds of any such taxes attributable to such increased rate.

“City Net Sales Tax Base Amount” shall mean \$76,590.00.

“City Net Sales Tax Proceeds” shall mean and include all proceeds and receipts of the City Sales Tax less and except (1) the City School Tax, (2) any proceeds or receipts received by the City (a) from the levy by the City of privilege license and excise taxes not described in the definition of City Sales Tax or (b) from the levy of privilege license and excise taxes of any kind, type or nature by taxing authorities other than the City, and (3) the Relocated Business Base Amount for any Relocated Business.

“City Property Tax” shall mean collectively (1) the ad valorem tax of seventy cents (\$0.70) on each one hundred dollars (\$100) of taxable property in the City, levied and collected in each Fiscal Year by proceedings taken under the Constitution of Alabama of 1901, as amended, and (2) any taxes, fees or other monetary impositions of the same general nature as those described in clause (1) of this definition that may be imposed by the City in lieu of, in substitution for, and/or in continuation of the tax described in clause (1) of this definition.

“City Property Tax Base Amount” shall mean \$55,724.53.

“City Sales Tax” shall mean collectively (1) the privilege license and excise taxes levied by the City (commonly called sales taxes) pursuant to Article III of Chapter 4 of the Code of Ordinances of the City of Madison, Alabama, at the rates provided in Section 10-82 of such Code of Ordinances as of the date of this Funding Agreement and (2) any taxes, fees or other monetary impositions of the same general nature as those described in clause (1) of this definition that may be imposed by the City in lieu of, in substitution for, and/or in continuation of those described in clause (1) of this definition. For purposes of clarity, as of the date hereof, the City Sales Tax is levied at a rate of 3.5%.

“City School Tax” shall mean proceeds of the City Sales Tax dedicated to public school purposes pursuant to Ordinance No. 2009-222 and Ordinance No. 2010-355, and any privilege license and excise taxes that may be levied in lieu thereof, in substitution therefor, or in continuation thereof. For purposes of clarity, as of the date hereof, the City School Tax is levied at a rate of 0.5%.

“Commencement Date” shall mean, so long as all conditions contained in that certain letter agreement dated October 20, 2022, by and between the City and Clift Home Place, LLC have been satisfied, the later of (a) November 30, 2022 or (b) the date on which the result of the November 8, 2022 election with respect to Statewide Amendment 7 shall be made known by proclamation of the Governor of the State of Alabama.

“Dedicated City Lodging Tax” shall mean proceeds of the City Lodging Tax dedicated to debt service pursuant to Ordinance No. 2017-277, and any City Lodging Tax that may be levied in lieu thereof, in substitution therefor, or in continuation thereof. For purposes of clarity, as of the date hereof, the Dedicated City Lodging Tax is levied at a rate of 2.0% plus \$1 per room or trailer space, per night.

“Excluded Hotels” shall mean the first three (3) hotels that were built within the Project Area and that, on the date of this Funding Agreement, operate under the flag names Avid, Home2Suites, and Hilton Garden Inn, as they may be modified and by whatever name they may be operated throughout the term of this Funding Agreement.

“Excluded Hotels Lodging Tax” shall mean the proceeds and receipts of the City Lodging Tax collected for rooms in the Excluded Hotels minus the Dedicated City Lodging Tax collected for rooms in the Excluded Hotels.

“First Supplemental Indenture” shall mean a supplemental trust indenture by and between the Issuer and the Trustee in substantially the form as the first supplemental trust indenture attached as *Exhibit 1.1(d)(2)* attached hereto.

“Future Public Infrastructure Projects” shall mean capital improvements located within the jurisdiction of the Issuer and listed in *Exhibit 1.1(e)*.

“Indenture” shall mean a trust indenture by and between the Issuer and the Trustee in substantially the form as the trust indenture attached as *Exhibit 1.1(d)(1)* attached hereto, as originally executed or as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental hereto entered into pursuant to the applicable provisions thereof.

“Project” shall mean capital improvements located within the jurisdiction of the Issuer and listed in *Exhibit 1.1(a)*.

“Project Area” shall mean the area described on *Exhibit 1.1(b)* hereto, less and except the Venue Property described in *Exhibit 1.1(c)* hereto.

“Relocated Business” shall mean a taxpayer (or successor thereof by acquisition, consolidation, merger, name change, reincorporation, or otherwise) who (a) operates a retail business which produces for the City more than \$75,000 in proceeds of the City Sales Tax in any Fiscal Year and (b) closes a retail business within the City and outside of the Project Area within one year prior to, or within one year after, the date on which such taxpayer (or successor) opens within the Project Area a retail business in the same line or type of business as that closed by such taxpayer.

“Series 2022A Bonds” or **“Series 2022A Bond”** shall mean the series of Bonds titled “Revenue Bonds, Series 2022A” issued pursuant to Article 6 of the Indenture.

“Relocated Business Base Amount” shall mean the amount of the City Net Sales Tax Proceeds collected or received by the City from a Relocated Business for the last 12 consecutive months in which such Relocated Business was open for business outside the Project Area.

“Trustee” shall mean Regions Bank, an Alabama banking corporation, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “Trustee” shall mean such successor.

“**Venue**” shall mean the multi-purpose venue encompassing a minor league baseball stadium within the Venue Property.

“**Venue Property**” shall mean and include the area described as such on *Exhibit 1.1(c)* attached to this Funding Agreement.

“**Warrant**” shall have the meaning set forth in Section 2.7.

SECTION 1.2 General Rules of Construction

For all purposes of this Funding Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.

(b) The definitions in the recitals to this instrument are for convenience only and shall not affect the construction of this instrument.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application thereof.

(d) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(e) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Funding Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) All references in this instrument 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.

(g) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(h) The term “including” means “including without limitation” and “including, but not limited to”.

SECTION 1.3 Effect of Headings and Table of Contents

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.4 Date of Funding Agreement

The date of this Funding Agreement is intended as and for a date for the convenient identification of this Funding Agreement and is not intended to indicate that this Funding Agreement was executed and delivered on said date.

SECTION 1.5 Separability Clause

If any provision in this Funding Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.6 Governing Law

This Funding Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 1.7 Counterparts

This instrument 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 1.8 Entire Agreement

This Funding Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, including commitments or understandings with respect to such matters, including that certain Amended and Restated Funding Agreement dated June 15, 2018 by and among the Issuer, the City, and certain other parties, as amended, which Amended and Restated Funding Agreement is hereby terminated effective as of the Commencement Date.

ARTICLE 2

Funding Agreement Payments, Etc.

SECTION 2.1 City Net Project Tax Proceeds

(a) From and after the Commencement Date and until the end of the Debt Service Payment Period, during each Fiscal Year, the entire amount of the City Net Project Tax Proceeds received in any month by the City will be remitted by the City, on or before the 20th day of the next succeeding month, to the Trustee, for the account of the Issuer, and deposited by the Trustee into the Revenue Fund; provided, however, during any month that the total amount transferred by the City to the Trustee is equal to or exceeds the City Fiscal Year Amount, the City will not thereafter be required to remit to the Trustee any City Net Project Tax Proceeds during the remainder of such Fiscal Year.

(b) The obligation of the City for the payment of any amount of the City Net Project Tax Proceeds:

(1) shall arise only upon actual receipt by the City of City Net Project Tax Proceeds and shall be a limited obligation payable solely from, and limited to an amount not more than, the amount of City Net Project Tax Proceeds actually received by the City; and

(2) shall never constitute a general obligation, or charge against the general credit or taxing powers, of the City within the meaning of any constitutional provision or statutory limitation whatsoever.

(c) The City shall use commercially reasonable efforts to complete, and fully pay for, the Future Public Infrastructure Projects.

(d) From and after the Commencement Date and until the end of the Debt Service Payment Period, an amount equal to the sum of (i) advances made by the Trustee pursuant to Section 10.5 of the Indenture and (ii) the Administrative Expenses of the Issuer, each as set forth in a written request delivered by the Issuer to the Trustee by September 1 of each year, will be remitted by the City, on or before October 1 of each year, to the Trustee, for the account of the Issuer, and deposited by the Trustee into the Administrative Expense Fund.

SECTION 2.2 Funding Agreement Fund

(a) There is hereby established a special fund designated the “Funding Agreement Fund” which shall be held by the Director of Finance of the City until this Funding Agreement shall be terminated in accordance with its terms. Money in the Funding Agreement Fund shall be used solely for the payment of the obligations of the City hereunder.

(b) The City shall pay or cause to be paid, and the City hereby authorizes, orders, and directs the Director of Finance of the City to pay, into the Funding Agreement Fund all City Net Project Tax Proceeds to the extent necessary to make the payments to the Trustee as provided herein and in the Warrant.

SECTION 2.3 Overdue Payments

Any overdue payments of City Net Project Tax Proceeds shall bear interest from the related Bond Payment Date until paid at the Post-Default Rate, if any, for overdue Debt Service payments.

SECTION 2.4 Maintenance of Rates of Taxes

The City covenants and agrees that, to the extent permitted by law, the City shall, as long as this Funding Agreement and the Series 2022A Bonds or any Additional Bonds shall be Outstanding and in effect, continue to levy and to provide for the assessment and collection of the City Sales Tax, the City Property Tax, the City Alcoholic Beverage Tax, and the City Lodging Tax at rates not less than those in effect on the date hereof. Nothing contained herein shall prevent the City from declaring a sales tax “holiday” that is generally applicable throughout the City and that waives payment of sales and use taxes for a defined period.

SECTION 2.5 Agreement Not to be a Negotiable Instrument, Registration, Etc.

(a) This Funding Agreement (1) shall not operate or be construed as a negotiable instrument under the laws of the State of Alabama (including the Uniform Commercial Code as at any time in effect in Alabama) and (2) may not be assigned, pledged, or transferred except in accordance with this Section.

(b) This Funding Agreement shall be registered in the name of the Issuer on the books of the City maintained for such purpose. Except for the assignment to the Trustee as provided herein, the Issuer may not assign or pledge any right hereunder or interest herein, or under the Warrant, except with the prior consent of the City.

(c) Any assignee shall take this Funding Agreement subject to all payments of City Net Project Tax Proceeds that shall have been made hereunder, and all amendments, modifications, and supplements that shall have been made hereto, prior to the date of registration of this Funding Agreement in the name of such assignee.

SECTION 2.6 Unconditional Obligations

Each of the parties' obligation to make the payments required by this Funding Agreement and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against any Financing Participant. No party will suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein or terminate this Funding Agreement for any cause whatsoever.

SECTION 2.7 The Warrant

(a) The obligation of the City to pay the City Net Project Tax Proceeds hereunder shall be evidenced by a single limited obligation project revenue warrant payable solely from, and secured by a pledge of, the proceeds of the City Net Project Tax Proceeds, in form and of content as the form of warrant attached as **Exhibit 2.7(a)** hereto (the "Warrant").

(b) The Warrant shall not bear interest, shall be dated the date of delivery, and shall mature at the end of the Debt Service Payment Period.

(c) The Warrant shall be duly executed, sealed, and attested by the City, and shall be registered by the City as a conditional claim against the City Net Project Tax Proceeds.

(d) The Warrant shall be registered and transferred as provided therein.

SECTION 2.8 Further Assurances

The parties hereto shall execute and deliver such other instruments and take such other actions as may be reasonably requested to make effective the transactions contemplated by this Funding Agreement, including the execution and delivery of any instruments as may be required to make effective the transactions contemplated by this Funding Agreement with respect to any Bonds and any instruments as may be required to correct any mutual mistakes between the parties.

ARTICLE 3

Concerning the Series 2022A Bonds, the Project, Etc.

SECTION 3.1 Issuance of Bonds; Indenture; Additional Bonds; County Funding Agreement

(a) Simultaneously with the delivery of the Warrant, the Issuer will issue the Series 2022A Bonds under the Indenture. The Issuer shall comply in all respects with the terms of the Indenture, including the provisions thereof pertaining to the application of Bond proceeds for the authorized purposes thereof and to the deposit and application of City Net Project Tax Proceeds. Without limiting the generality of the foregoing, the Issuer shall cause the Trustee under the Indenture to make all payments to the City required by Section 8.1 of the Indenture.

(b) Except for additions and changes to the Indenture and the First Supplemental Indenture necessary to reflect the pricing terms of the Series 2022A Bonds or any Additional Bonds, as the case may be, the Issuer shall not amend or change the Indenture or the First Supplemental Indenture from the forms attached hereto, or otherwise change any provisions thereof, in any material respect, without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed if such amendment or change is necessitated by market conditions and will not have a material adverse impact on the City.

(c) No obligations shall be issued under the Indenture or otherwise secured by City Net Project Tax Proceeds except the Series 2022A Bonds and any Additional Bonds. The Series 2022A Bonds will be issued in a principal amount equal to the Refunded 2014-B Bond Outstanding Amount. Additional Bonds may be issued only (i) if, during such period of time as Breland Bondholder is the sole Holder of the Series 2022A Bonds, a certificate by an authorized officer of the Issuer is delivered to the City stating (A) that the aggregate principal amount of the Additional Bonds does not exceed the aggregate of (1) an amount equal to the redemption price (that is, the principal amount thereof plus accrued interest thereon to the date fixed for redemption) of the Series 2022A Bonds, (2) an amount equal to the Reserve Fund Requirement for such Additional Bonds, (3) an amount for Costs of Issuance up to three percent (3%) of the Outstanding Bonds in the amounts equal to or not exceeding, as the case may be, those set forth in *Exhibit 3.1(c)* to this Funding Agreement, and (4) an amount equal to interest on the Additional Bonds for a period ending eighteen (18) months from the date of issuance, and (B) that the Amortization Reduction Period for the Series 2022A Bonds or the Additional Bonds, as the case may be, is less than or equal to three (3) years; or (ii) if, during such period of time as the Series 2022A Bonds are no longer outstanding or Breland Bondholder no longer is the sole Holder of the Series 2022A Bonds, the City provides its prior written consent to the issuance of such Bonds, which consent may be granted or withheld in the sole discretion of the City.

(d) Not later than the Commencement Date, the Issuer shall enter into the County Funding Agreement. The Issuer shall comply with, and use commercially reasonable efforts to cause the County to comply with, the County Funding Agreement in all material respects until the payment of all amounts due thereunder.

(e) During such period of time as Breland Bondholder is the sole Holder of all Bonds, at the request of Breland Bondholder, the Issuer shall use commercially reasonable efforts to issue Additional Bonds in order to retire all Bonds owned by Breland Bondholder.

SECTION 3.2 Assignment of Funding Agreement and City Net Project Tax Proceeds by Issuer

(a) Simultaneously with the delivery of Warrant, the Issuer shall, pursuant to the Indenture, assign and pledge to the Trustee all right, title and interest of the Issuer in and to the City Net Project Tax Proceeds and this Funding Agreement and the Warrant. The City hereby consents to such assignment and pledge.

(b) Until the end of the Debt Service Payment Period, the Trustee may exercise all rights and remedies herein accorded to the Issuer, and any references herein to the Issuer shall be deemed, with the necessary changes in detail, for enforcement purposes only and not liability purposes, to include the Trustee; provided, however, that the Issuer shall retain the right to receive notices granted to it by this Funding Agreement.

SECTION 3.3 Certain Matters Related to the Project

(a) The Issuer and the City hereby agree and acknowledge that the acquisition, construction, and installation of the Project previously have been completed, as indicated in *Exhibit 1.1(a)*.

(b) The Issuer shall engage the City as District Manager for the Issuer in accordance with an agreement (the “District Management Agreement”) in form and substance agreed to by the Issuer and the City. Fees and expenses of the District Manager as provided in the District Management Agreement shall be an Administrative Expense of the Issuer, paid solely from City Net Project Tax Proceeds and corresponding payments pursuant to the County Funding Agreement; however, the City shall charge no fees or expenses as long as it serves as the District Manager.

(c) The Issuer represents that each part or portion of the Project that is to be dedicated or transferred to the City has been acquired, constructed and installed in accordance with the published regulations and standards of the City with respect thereto.

(d) Upon completion, if not already conveyed, the Issuer shall convey to (i) the City or The Water and Wastewater Board of the City of Madison those portions of the Project described as “City Infrastructure—Venue” or “City Infrastructure—General” in *Exhibit 1.1(a)* or (ii) the State of Alabama those portions of the Project described as “Highway Infrastructure” in *Exhibit 1.1(a)*. Each such conveyance shall be accomplished in the manner and with the effect required by the recipient in accordance with the recipients’ current policies for dedication of improvements and regular requirements regarding the dedication of improvements.

SECTION 3.4 Option of City to Prepay

Notwithstanding any other provisions of this Funding Agreement, the City shall have the option, exercisable upon written notice given to the Issuer and to Breland Bondholder not later than November 30, 2022, to prepay and redeem the Refunded 2014-B Bond or the Series 2022A Bond, whichever is then outstanding, at a redemption price equal to the principal amount thereof plus the accrued interest thereon to the date of redemption. Any such redemption shall occur on a date specified by the City, not less than ten (10) or more than thirty (30) days after the date the redemption notice is delivered to the Issuer and Breland Bondholder. Upon consummation of such redemption, the City shall pay accrued fees and expenses then owed by the Issuer to the Trustee, if any, and shall have no other obligations under this Funding Agreement.

ARTICLE 4

Representations and Covenants

SECTION 4.1 General Representations of the City

The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) It is a municipal corporation duly organized and existing under the laws of the State of Alabama.

(b) It has the power to consummate the transactions contemplated by this Funding Agreement and the other Bond Documents, if any, to which it is or will be a party.

(c) By proper corporate action it has duly authorized the execution and delivery of this Funding Agreement and the other Bond Documents to which it is a party and the consummation of the transactions contemplated herein and therein.

(d) It has obtained, or will obtain, all consents, approvals, authorizations and orders of governmental authorities that are required to be obtained by it as a condition to the execution and delivery of this Funding Agreement and the other Bond Documents to which it is a party.

(e) The execution and delivery by it of this Funding Agreement and the other Bond Documents to which it is a party and the consummation by it of the transactions contemplated therein will not (1) conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under any agreement, instrument, order or judgment to which it is a party or is subject, or (2) result in or require the creation or imposition of any lien of any nature upon or with respect to any of its properties now owned or hereafter acquired, except as contemplated hereby.

(f) This Funding Agreement and the other Bond Documents to which it is a party constitute legal, valid and binding obligations and are enforceable against it in accordance with the terms of such instruments, except as enforcement thereof may be limited by (1) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (2) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(g) The rates of each of the City Sales Tax, the City Property Tax, the City Alcoholic Beverage Tax, and the City Lodging Tax reflected herein are the current rates of such taxes in effect on the date hereof.

(h) The ordinances, resolutions, and other sources of legal authority for the levy of the City Sales Tax, the City Property Tax, the City Alcoholic Beverage Tax, and the City Lodging Tax reflected herein are the current sources of legal authority in effect on the date hereof.

SECTION 4.2 General Representations of the Issuer

The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) It is a public corporation duly organized under the laws of the State of Alabama and is not in default under any of the provisions contained in its certificate of incorporation or bylaws or in the laws of the State of Alabama.

(b) It has the power to consummate the transactions contemplated by this Funding Agreement and the other Bond Documents to which it is or will be a party.

(c) By proper corporate action it has duly authorized the execution and delivery of this Funding Agreement, the Series 2022A Bonds and the other Bond Documents to which it is a party and the consummation of the transactions contemplated herein and therein.

(d) It has obtained, or will obtain, all consents, approvals, authorizations and orders of governmental authorities that are required to be obtained by it as a condition to the execution and delivery of this Funding Agreement, the Series 2022A Bonds and the other Bond Documents to which it is a party.

(e) The execution and delivery by it of this Funding Agreement, the Series 2022A Bonds and the other Bond Documents to which it is a party and the consummation by it of the transactions contemplated therein will not (1) conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under its certificate of incorporation or bylaws, or any agreement, instrument, order or judgment to which it is a party or is subject, or (2) result in or require the creation or imposition of any lien of any nature upon or with respect to any of its properties now owned or hereafter acquired, except as contemplated by the Bond Documents.

(f) This Funding Agreement and the other Bond Documents to which it is a party constitute legal, valid and binding obligations and are enforceable against it in accordance with the terms of such instruments, except as enforcement thereof may be limited by (1) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (2) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(g) To the knowledge of the Issuer, except as shown under the heading "Payment Status" on *Exhibit 1.1(a)*, all work related to the projects shown on *Exhibit 1.1(a)* has been fully paid for and there are no liens pending or threatened with regard to such work.

SECTION 4.3 Corporate Existence of the City

(a) The City will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory) and franchises.

(b) The City may not consolidate with or merge into any other corporation or transfer its property substantially as an entirety to any person unless:

(1) the corporation formed by such consolidation or into which the City is merged or the person which acquires by conveyance or transfer the City's property substantially as an entirety (the "Successor") shall execute and deliver to the Issuer and the Trustee an instrument in form acceptable to the Issuer and the Trustee containing an assumption by such Successor of the performance and observance of every covenant and condition of this Funding Agreement to be performed or observed by the City;

(2) immediately after giving effect to such transaction, no City Funding Agreement Default, or any event which upon notice or lapse of time or both would constitute such a City Funding Agreement Default, shall have occurred and be continuing;

(3) the City shall have delivered to the Trustee a certificate executed by an Authorized City Representative and an Opinion of Counsel, each of which shall state that such consolidation, merger, conveyance or transfer complies with this Section and that all conditions precedent herein provided relating to such transactions shall have been complied with; and

(4) the City shall have delivered to the Trustee a Favorable Tax Opinion.

(c) Upon any consolidation or merger or any conveyance or transfer of the City's property substantially as an entirety in accordance with this Section, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the City under this Funding Agreement with the same effect as if such Successor had been named as the City herein.

SECTION 4.4 Inspection of Records

(a) The City will at any and all times, upon the request of the Trustee or the Issuer, afford and procure a reasonable opportunity for the Trustee or the Issuer by their representatives to inspect any books, records, reports and other papers of the City relating to the performance by the City of its covenants in this Funding Agreement, and the City will furnish to the Trustee or the Issuer any and all information as the Trustee or the Issuer may reasonably request with respect to the performance by the City of its covenants in this Funding Agreement.

(b) The Issuer will at any and all times, upon the request of the City, afford and procure a reasonable opportunity for the City by its representatives to inspect any books, records, reports and other papers of the Issuer, whether in the possession of the Issuer or the Trustee, relating to the Bonds, the Project and the performance by the Issuer of its obligations in this Funding Agreement, and the Issuer will furnish or cause to be furnished to the City any and all information as the City may reasonably request with respect to the performance by the Issuer of its obligations in this Funding Agreement.

SECTION 4.5 Priority of Pledge of City Net Project Tax Proceeds

The City represents and warrants that it has not, and covenants and agrees that it will not, pledge or dedicate the City Net Project Tax Proceeds for any purpose other than the payment to the Issuer of its obligations under this Funding Agreement unless such pledge is expressly made subject and subordinate to the pledge contained herein, and should the City pass any resolution or ordinance purporting to dedicate or pledge any of its taxes for any purpose other than the payment to the Issuer of its obligations under this Funding Agreement, such dedication or pledge shall be deemed not to include any portion of the City Net Project Tax Proceeds except to the extent of any City Net Project Tax Proceeds in excess of those required to be paid to the Trustee pursuant to this Funding Agreement and the Indenture sufficient to fund the amounts required under Section 8.1(c) of the Indenture. Nothing herein shall prevent the City from pledging its full faith and credit to secure the repayment of any bonds, warrants or other obligations.

SECTION 4.6 No Additional Fees and Charges by Issuer

The Issuer acknowledges that, during the term of this Funding Agreement, its financial obligations will be payable by the City and the County, as set forth in this Funding Agreement and in the County Funding Agreement. The Issuer covenants and agrees that, during the term of this Funding Agreement, it will not impose any fees or charges with respect to the services and facilities previously financed by the Issuer except to the extent it is determined by a court of competent jurisdiction that such fees or charges are required under the law of the State of Alabama.

ARTICLE 5

Events of Default and Remedies

SECTION 5.1 Events of Default

(a) Any one or more of the following shall constitute an event of default (a “City Funding Agreement Default”) under this Funding Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) default in the payment of any City Net Project Tax Proceeds when payment of such City Net Project Tax Proceeds becomes due and payable; or

(ii) an Act of Bankruptcy by the City; or

(iii) default in the performance, or breach, of any covenant or warranty of the City in this Funding Agreement (other than a covenant or warranty, a default in the performance or breach of which is elsewhere in this Section specifically dealt with), and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Issuer or by the Trustee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, unless, in the case of a default or breach that cannot be cured within 30 days from the receipt of such notice, the City initiates efforts to correct such default or breach within 30 days from the receipt of such notice and diligently pursues such action until the default or breach is corrected.

(b) Any one or more of the following shall constitute an event of default (an “Issuer Funding Agreement Default”) under this Funding Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) default in the performance, or breach, of any covenant or warranty of the Issuer in this Funding Agreement and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Issuer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, unless, in the case of a default or breach that cannot be cured within 30 days from the receipt of such notice, the Issuer initiates efforts to correct such default or breach within 30 days from the receipt of such notice and diligently pursues such action until the default or breach is corrected; or

(ii) an Act of Bankruptcy by the Issuer.

SECTION 5.2 Remedies on Default

(a) If a City Funding Agreement Default occurs and is continuing, the Issuer may exercise all available remedies under the laws of the State of Alabama, whether in law or at equity.

(b) If an Issuer Funding Agreement Default occurs and is continuing, the City may exercise all available remedies under the laws of the State of Alabama, whether in law or at equity, including the remedy of specific performance; provided, however, that neither the occurrence of an Issuer Funding Agreement Default nor the failure of the Issuer to perform any of its obligations hereunder shall create any right of set-off or otherwise relieve the City of its obligation to make payments of City Net Project Tax Proceeds.

SECTION 5.3 No Remedy Exclusive

No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Funding Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

SECTION 5.4 Agreement to Pay Attorneys' Fees and Expenses

If either party should default under any of the provisions of this Funding Agreement, as determined by a final, unappealable order of a court of competent jurisdiction, and the other party should employ attorneys or incur other expenses for the collection of payments due under this Funding Agreement or the enforcement of performance or observance of any agreement or covenant on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the non-defaulting party the reasonable fee of such attorneys and such other expenses so incurred.

SECTION 5.5 No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Funding Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 5.6 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Article may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Agreement invalid or unenforceable. Without limiting the generality of the foregoing, the obligations of the City hereunder are subject to the law-imposed requirement that, if necessary, there must first be paid from revenues of the City available for general municipal purposes and not dedicated by law to a specific purpose the legitimate and necessary governmental expenses of operating the City, prior to the payment of principal of or interest on obligations of the City, including without limitation the obligations hereunder.

ARTICLE 6

Miscellaneous

SECTION 6.1 Notices

(a) Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Funding Agreement to be made upon, given or furnished to, or filed with, the Issuer, the City, or the Trustee must (except as otherwise expressly provided in this Funding Agreement) be in writing and be delivered by one of the following methods: (1) by personal delivery at the hand delivery address set forth in *Exhibit 6.1(a)*, (2) by first-class, registered or certified mail, postage prepaid, addressed as set forth in *Exhibit 6.1(a)*, (3) by a nationally recognized overnight courier, addressed as set forth in *Exhibit 6.1(a)*, or (4) if facsimile transmission facilities for such party are identified in set forth in *Exhibit 6.1(a)* or pursuant to a separate notice from such party, sent by facsimile transmission to the number set forth in *Exhibit 6.1(a)* or in such notice. Any of such parties may change the address for receiving any such notice or other document by giving notice of the change to the other parties named in this Section.

(b) Any such notice or other document shall be deemed delivered when actually received by the party to whom directed (or, if such party is not an individual, to an officer, partner or other legal representative of the party) at the address or number specified pursuant to this Section, or, if sent by mail, 3 days after such notice or document is deposited in the United States mail, addressed as provided above.

SECTION 6.2 Certain Liabilities Limited

No recourse under or upon any covenant or agreement of this Funding Agreement shall be had against any past, present or future incorporator, officer, agent, or member of the governing body of the Issuer or the City, or of any successor corporation, either directly or through the Issuer or the City, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Funding Agreement is solely a corporate obligation, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer, agent, or member of the governing body of the Issuer or the City or any successor corporation, or any of them, under or by reason of the covenants or agreements contained in this Funding Agreement.

SECTION 6.3 Successors and Assigns

All covenants and agreements in this Funding Agreement by the Issuer or the City shall bind their respective successors and assigns, whether so expressed or not.

SECTION 6.4 Amendments

No party hereto will cause or permit the amendment of this Funding Agreement without the prior written consent of the other party.

SECTION 6.5 Benefits of Funding Agreement

Nothing in this Funding Agreement, express or implied, shall give to any person, other than the parties hereto and their successors hereunder, the Trustee, and the Holders of the Series 2022A Bonds or the Additional Bonds, as the case may be, any benefit or any legal or equitable right, remedy or claim under this Funding Agreement. Neither party intends for this agreement to provide any benefits, either direct or indirect, to any party other than as expressly set forth herein.

SECTION 6.6 Consents of City

Any consent of the City required hereunder shall be evidenced by a resolution of the governing body of the City. No consent shall be effective absent such action.

IN WITNESS WHEREOF, the Issuer and the City have caused this instrument to be duly executed and their respective corporate seals to be hereunto affixed and attested.

TOWN MADISON COOPERATIVE DISTRICT

By: _____
Its [Chairman] [Vice Chairman]

[S E A L]

Attest:

Its Secretary

CITY OF MADISON

By: _____
Its Mayor

[S E A L]

Attest:

Its City Clerk

This instrument was prepared by:
Joseph (Jodie) E. Smith
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203-2618

EXHIBIT 1.1(a)**Completed Public Infrastructure Projects/Payment Status**

Description	Status
Highway Infrastructure:	
I-565 Interchange Phase I	Complete
Construction, Engineering, Inspection for I-565 Interchange	Complete
City Infrastructure—Venue:	
Sewer Lift Station design and construction	Complete
Water Line Relocation for Interchange	Complete
Parking lot for Venue adjacent to Venue Property	Complete
Perimeter Road around Venue	Complete
City Infrastructure—General:	
Water Line loop up Zierdt Road	Complete
Aid to Construction for mass electrical	Complete
Electrical conduit and installation for mass power	Complete
Town Madison Boulevard intersection and traffic signals	Complete
Two Zierdt Road intersections and traffic signals	Complete
Urban Core District Boulevard	Complete
Town Madison Boulevard	Complete
Dunlop Blvd	Complete
Business Park Boulevard	Complete
Potable Water Relocations	Complete
Raw Water Relocations	Complete
Sanity Sewer Force Main	Complete
Rough Grading & Rock Removal for Interchange	Complete
Environmental Permitting	Complete
Engineering, Testing, and Inspections Associated with General Infrastructure	Complete
Street Lighting	Complete
Payment Status	
Claims by SJ&L General Contractor, LLC in the litigation styled SJ&L General Contractor, LLC v. Town Madison Cooperative District, Circuit Court of Madison County, Alabama, 47-cv-2021-901523	

EXHIBIT 1.1(b)**Project Area**

STATE OF ALABAMA ()
COUNTY OF MADISON ()

LEGAL DESCRIPTION FOR:
BRELAND TRACT
QUARRY TRACT
INTERGRAPH TRACT

ALL THAT PART OF SECTIONS 15 AND 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS NORTH 87 DEGREES 42 MINUTES 32 SECONDS WEST, 35.02 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22; SAID POINT OF BEGINNING LIES ON THE WEST MARGIN OF ZIERDT ROAD;

THENCE FROM THE POINT OF TRUE BEGINNING AND CONTINUING ALONG THE WEST MARGIN OF SAID ZIERDT ROAD, SOUTH 02 DEGREES 18 MINUTES 05 SECONDS WEST, A DISTANCE OF 318.53 FEET TO A POINT AT THE NORTHWEST CORNER OF MOUNTAIN BROOK 6TH ADDITION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY IN PLAT BOOK 34, PAGE 52;

THENCE ALONG THE NORTH BOUNDARY OF SAID MOUNTAIN BROOK 6TH ADDITION, AND MOUNTAIN BROOK 2ND ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY IN PLAT BOOK 21, PAGE 90, NORTH 88 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 1277.87 FEET TO THE NORTHWEST CORNER OF SAID MOUNTAIN BROOK 2ND ADDITION, BLOCK C;

THENCE SOUTH 02 DEGREES 14 MINUTES 57 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID MOUNTAIN BROOK 2ND ADDITION, BLOCK C, A DISTANCE OF 760.60 FEET TO A POINT;

THENCE CONTINUING ALONG THE WEST BOUNDARY OF SAID MOUNTAIN BROOK 2ND ADDITION, BLOCK C, SOUTH 02 DEGREES 15 MINUTES 32 SECONDS WEST AND PASSING THE NORTHWEST CORNER OF MOUNTAIN BROOK OF MADISON PHASE 1 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY IN PLAT BOOK 20, PAGE 20, A DISTANCE OF 1607.61 FEET TO A POINT ON THE NORTH BOUNDARY OF HERITAGE WOODS SUBDIVISION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY IN PLAT BOOK 17, PAGE 23;

THENCE ALONG THE NORTH BOUNDARY OF SAID HERITAGE WOODS SUBDIVISION NORTH 89 DEGREES 12 MINUTES 19 SECONDS WEST, A DISTANCE OF 1313.97 FEET TO A POINT ON THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY THE CITY OF MADISON THAT IS THE OLD LIME QUARRY; SAID TRACT BEING RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA IN DEED BOOK 870, PAGE 26;

THENCE ALONG THE NORTH BOUNDARY OF THE SAID LIME QUARRY, NORTH 88 DEGREES 04 MINUTES 05 SECONDS WEST, A DISTANCE OF 902.07 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTH BOUNDARY OF SAID QUARRY, NORTH 88 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 1763.85 FEET TO A POINT

ON THE NORTH MARGIN OF LIME QUARRY ROAD AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY IN DOCUMENT NUMBER 20090109000014010;

THENCE ALONG THE SAID NORTH MARGIN OF SAID LIME QUARRY ROAD, NORTH 88 DEGREES 09 MINUTES 21 SECONDS WEST, A DISTANCE OF 199.96 FEET TO A POINT;

THENCE LEAVING THE NORTH MARGIN OF LIME QUARRY ROAD, NORTH 01 DEGREE 50 MINUTES 39 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT

THENCE SOUTH 88 DEGREES 09 MINUTES 21 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A POINT;

THENCE AND ALONG THE SOUTH BOUNDARY OF A TRACT OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 20090109000014010, SOUTH 88 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 402.64 FEET TO A POINT;

THENCE LEAVING SAID SOUTH BOUNDARY AND ALONG THE EAST BOUNDARY OF THE SAID TRACT RECORDED IN DOCUMENT NUMBER 20090109000014010, NORTH 09 DEGREES 25 MINUTES 54 SECONDS EAST, A DISTANCE OF 1607.87 FEET TO A POINT ON THE SOUTH MARGIN OF INTERSTATE NUMBER 565;

THENCE ALONG THE SAID SOUTH MARGIN OF THE INTERSTATE, NORTH 61 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 155.15 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN, NORTH 64 DEGREES 18 MINUTES 09 SECONDS EAST, A DISTANCE OF 101.68 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN, NORTH 64 DEGREES 18 MINUTES 09 SECONDS EAST, A DISTANCE OF 385.62 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN, NORTH 56 DEGREES 02 MINUTES 29 SECONDS EAST, A DISTANCE OF 416.39 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN, NORTH 58 DEGREES 19 MINUTES 53 SECONDS EAST, A DISTANCE OF 599.38 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN, NORTH 60 DEGREES 40 MINUTES 16 SECONDS EAST, A DISTANCE OF 308.30 FEET TO A POINT;

THENCE LEAVING THE SOUTH MARGIN, SOUTH 89 DEGREES 33 MINUTES 47 SECONDS EAST, 171.02 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 48 MINUTES 57 SECONDS EAST, 20.58 FEET TO A POINT;

THENCE NORTH 02 DEGREES 45 MINUTES 32 SECONDS EAST, 112.91 FEET TO A POINT ON THE SOUTH MARGIN ON THE SAID INTERSTATE;

THENCE ALONG THE SAID SOUTH MARGIN, NORTH 60 DEGREES 40 MINUTES 17 SECONDS EAST, 217.48 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN NORTH 60 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 2837.62 FEET TO A POINT;

THENCE LEAVING SAID SOUTH MARGIN OF INTERSTATE NUMBER 565, SOUTH 88 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 195.69 FEET TO A POINT ON THE WEST MARGIN OF SAID ZIERDT ROAD;

THENCE ALONG THE SAID WEST MARGIN OF SAID ROAD, SOUTH 02 DEGREES 06 MINUTES 12 SECONDS WEST, A DISTANCE OF 1669.04 FEET TO THE POINT OF TRUE BEGINNING AND CONTAINING 263.58 ACRES, MORE OR LESS.

ALSO:

ALL THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS LOCATED NORTH 87 DEGREES 42 MINUTES 32 SECONDS WEST, 35.02 FEET; SOUTH 02 DEGREES 18 MINUTES 05 SECONDS WEST, 318.53 FEET; NORTH 88 DEGREES 49 MINUTES 13 SECONDS WEST, 1277.87 FEET; SOUTH 02 DEGREES 14 MINUTES 57 SECONDS WEST, 760.60 FEET; SOUTH 02 DEGREES 15 MINUTES 32 SECONDS WEST, 1607.61 FEET; AND NORTH 89 DEGREES 12 MINUTES 19 SECONDS WEST, 1313.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22; SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY THE CITY OF MADISON THAT IS THE OLD LIME QUARRY; SAID TRACT BEING RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA IN DEED BOOK 870, PAGE 26;

THENCE FROM THE POINT OF TRUE BEGINNING, AND ALONG THE EAST BOUNDARY OF SAID QUARRY, SOUTH 01 DEGREE 40 MINUTES 02 SECONDS WEST, A DISTANCE OF 1069.36 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST BOUNDARY OF SAID QUARRY, SOUTH 02 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 735.12 FEET TO A POINT;

THENCE ALONG THE SOUTH BOUNDARY OF SAID QUARRY, NORTH 73 DEGREES 55 MINUTES 09 SECONDS WEST, A DISTANCE OF 1133.59 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SAID QUARRY, SOUTH 85 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 1055.77 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SAID QUARRY, NORTH 82 DEGREES 09 MINUTES 44 SECONDS WEST, A DISTANCE OF 505.17 FEET TO A POINT ON THE EAST BOUNDARY OF A TRACT OF LAND OWNED BY THE CITY OF MADISON WATER AND WASTE WATER BOARD AS RECORDED IN DOCUMENT NUMBER 20131226000810210 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA;

THENCE ALONG THE EAST BOUNDARY OF THE SAID BOARD'S TRACT, SOUTH 01 DEGREE 24 MINUTES 39 SECONDS WEST, A DISTANCE OF 1067.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2

WEST; SAID SOUTH BOUNDARY BEING THE NORTHERN BOUNDARY OF THE MUNICIPALITY OF THE CITY OF HUNTSVILLE;

THENCE ALONG THE SAID NORTH MUNICIPALITY BOUNDARY, NORTH 88 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 330.11 FEET TO A POINT;

THENCE CONTINUING ALONG THE SAID NORTH MUNICIPALITY BOUNDARY NORTH 88 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 1024.54 FEET TO A POINT;

THENCE CONTINUING ALONG THE SAID NORTH MUNICIPALITY BOUNDARY NORTH 88 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A POINT;

THENCE CONTINUING ALONG THE SAID NORTH MUNICIPALITY BOUNDARY NORTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, A DISTANCE OF 3809.09 FEET TO A POINT ON THE EAST MARGIN OF WALL TRIANA HIGHWAY;

THENCE LEAVING THE NORTH BOUNDARY OF SAID MUNICIPALITY AND ALONG THE EAST MARGIN OF SAID HIGHWAY NORTH 00 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 690.45 FEET TO THE INTERSECTION OF SAID EAST MARGIN AND THE SOUTH MARGIN OF INTERSTATE NUMBER I-565;

THENCE ALONG THE SOUTH MARGIN OF SAID INTERSTATE NORTH 46 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1214.66 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN OF SAID INTERSTATE NORTH 65 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 2058.06 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH MARGIN NORTH 60 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 3686.30 FEET TO A POINT;

THENCE LEAVING THE SAID SOUTH MARGIN AND ALONG THE EAST BOUNDARY OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 20090109000014010 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SOUTH 09 DEGREES 25 MINUTES 54 SECONDS WEST, A DISTANCE OF 1607.87 FEET TO A POINT;

THENCE NORTH 88 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 402.64 FEET TO A POINT;

THENCE NORTH 88 DEGREES 09 MINUTES 21 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A POINT;

THENCE SOUTH 01 DEGREE 50 MINUTES 39 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH MARGIN OF LIME QUARRY ROAD;

THENCE ALONG THE NORTH MARGIN OF SAID QUARRY ROAD SOUTH 88 DEGREES 09 MINUTES 21 SECONDS EAST, A DISTANCE OF 199.96 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SAID OLD LIME QUARRY;

THENCE ALONG THE NORTH BOUNDARY OF THE OLD QUARRY SOUTH 88 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 1763.85 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTH BOUNDARY OF THE OLD QUARRY SOUTH 88 DEGREES 04 MINUTES 05 SECONDS EAST, A DISTANCE OF 902.07 FEET TO THE POINT OF TRUE BEGINNING AND CONTAINING 408.20 ACRES, MORE OR LESS.

EXHIBIT 1.1(c)**Venue Property****Tract 1 of Venue Property -- Multi-Use Facility:**

ALL THAT PART OF THE SOUTH ONE-HALF OF SECTION 15 AND THE NORTH ONE-HALF OF SECTION 22, ALL IN TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, THENCE SOUTH 81 DEGREES 51 MINUTES 53 SECONDS WEST, 42.49 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF ZEIRDT ROAD, THENCE LEAVING THE SAID WEST RIGHT-OF-WAY AND ALONG THE NORTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, SOUTH 54 DEGREES 12 MINUTES 38 SECONDS WEST, 119.66 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, NORTH 88 DEGREES 10 MINUTES 49 SECONDS WEST, 172.98 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 4318.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 59 MINUTES 52 SECONDS WEST, 575.65 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 84 DEGREES 10 MINUTES 32 SECONDS WEST, 240.33 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1458.00 FEET A CHORD BEARING AND DISTANCE OF SOUTH 72 DEGREES 57 MINUTES 18 SECONDS WEST, 567.42 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, NORTH 28 DEGREES 15 MINUTES 57 SECONDS WEST, 6.00 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1464.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 02 MINUTES 38 SECONDS WEST, 290.32 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10 DEGREES 30 MINUTES 22 SECONDS WEST, 32.04 FEET TO A POINT; THENCE NORTH 29 DEGREES 20 MINUTES 29 SECONDS WEST, 314.72 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING SOUTH 60 DEGREES 39 MINUTES 21 SECONDS WEST, 138.31 FEET TO A POINT;

THENCE SOUTH 74 DEGREES 59 MINUTES 50 SECONDS WEST, 115.62 FEET TO A POINT;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 75.20 FEET TO A POINT;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 26.44 FEET TO A POINT;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 65.73 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 00 MINUTES 00 SECONDS WEST, 51.18 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 37.77 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 44.89 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 49 MINUTES 43 SECONDS WEST, 78.67 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 37.13 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76 DEGREES 46 MINUTES 18 SECONDS WEST, 36.29 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.89 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 62 DEGREES 21 MINUTES 38 SECONDS WEST, 23.52 FEET TO A POINT;

THENCE SOUTH 77 DEGREES 12 MINUTES 28 SECONDS WEST, 51.28 FEET TO A POINT;

THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS WEST, 77.99 FEET TO A POINT;

THENCE SOUTH 72 DEGREES 56 MINUTES 40 SECONDS WEST, 130.30 FEET TO A POINT;

THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, 35.92 FEET TO A POINT;

THENCE SOUTH 57 DEGREES 53 MINUTES 22 SECONDS WEST, 23.17 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1087.91 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 43 MINUTES 44 SECONDS WEST, 491.90 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 168.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 41 MINUTES 19 SECONDS EAST, 182.86 FEET TO A POINT;

THENCE NORTH 60 DEGREES 39 MINUTES 31 SECONDS EAST, 507.46 FEET TO A POINT;

THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST, 64.47 FEET TO A POINT;

THENCE SOUTH 60 DEGREES 39 MINUTES 31 SECONDS WEST, 11.49 FEET TO A POINT;

THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST, 331.67 FEET TO A POINT;

THENCE NORTH 60 DEGREES 39 MINUTES 31 SECONDS EAST, 107.00 FEET TO A POINT;

THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST, 198.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.29 ACRES, MORE OR LESS.

Tract 2 of Venue Property -- Parking Land:

ALL THAT PART OF THE SOUTH ONE-HALF OF SECTION 15 AND THE NORTH ONE-HALF OF SECTION 22, ALL IN TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, THENCE SOUTH 81 DEGREES 51 MINUTES 53 SECONDS WEST, 42.49 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF ZEIRDT ROAD, THENCE LEAVING THE SAID WEST RIGHT-OF-WAY, SOUTH 54 DEGREES 12 MINUTES 38 SECONDS WEST, 119.66 FEET TO A POINT; THENCE NORTH 88 DEGREES 10 MINUTES 49 SECONDS WEST, 172.98 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE

LEFT, HAVING A RADIUS OF 4318.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 59 MINUTES 52 SECONDS WEST, 575.65 FEET TO A POINT; THENCE SOUTH 84 DEGREES 10 MINUTES 32 SECONDS WEST, 240.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1458.00 FEET A CHORD BEARING AND DISTANCE OF SOUTH 72 DEGREES 57 MINUTES 18 SECONDS WEST, 567.42 FEET TO A POINT; THENCE NORTH 28 DEGREES 15 MINUTES 57 SECONDS WEST, 6.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1464.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 43 DEGREES 18 MINUTES 56 SECONDS WEST, 925.12 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 11 SECONDS EAST, 18.00 FEET TO A POINT; THENCE SOUTH 24 DEGREES 53 MINUTES 49 SECONDS WEST, 15.09 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 24 DEGREES 53 MINUTES 49 SECONDS WEST, 426.04 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 302.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 04 MINUTES 58 SECONDS WEST, 178.46 FEET TO A POINT;
 THENCE NORTH 31 DEGREES 04 MINUTES 12 SECONDS WEST, 23.50 FEET TO A POINT;
 THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 278.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 16 MINUTES 35 SECONDS WEST, 77.32 FEET TO A POINT;
 THENCE CONTINUE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.59, A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 19 MINUTES 28 SECONDS WEST, 194.34 FEET TO A POINT;
 THENCE NORTH 21 DEGREES 27 MINUTES 44 SECONDS EAST, 24.09 FEET TO A POINT;
 THENCE NORTH 68 DEGREES 32 MINUTES 16 SECONDS WEST, 259.54 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 387.94 FEET, A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES 25 MINUTES 30 SECONDS WEST, 356.01 FEET TO A POINT;
 THENCE NORTH 14 DEGREES 18 MINUTES 44 SECONDS WEST, 262.86 FEET TO A POINT;
 THENCE NORTH 18 DEGREES 26 MINUTES 08 SECONDS EAST, 220.64 FEET TO A POINT;
 THENCE NORTH 04 DEGREES 25 MINUTES 46 SECONDS EAST, 232.05 FEET TO A POINT;
 THENCE NORTH 35 DEGREES 30 MINUTES 39 SECONDS EAST, 627.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565;
 THENCE ALONG THE SAID SOUTH RIGHT-OF WAY, NORTH 60 DEGREES 40 MINUTES 00 SECONDS EAST, 563.49 FEET TO A POINT;
 THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST, 54.53 FEET TO A POINT;
 THENCE SOUTH 60 DEGREES 39 MINUTES 31 SECONDS WEST, 507.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 168.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 27 DEGREES 41 MINUTES 19 SECONDS WEST, 182.86 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1087.91 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 34 DEGREES 35 MINUTES 53 SECONDS EAST, 1052.71 FEET TO A POINT;

THENCE SOUTH 64 DEGREES 47 MINUTES 40 SECONDS EAST, 75.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.56 ACRES, MORE OR LESS.

LESS AND EXCEPT: AN EXISTING BILLBOARD LOCATED ADJACENT TO INTERSTATE HIGHWAY 565 RIGHT-OF-WAY. GRANTOR HEREBY RESERVES FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS AN ACCESS EASEMENT TO SUCH BILLBOARD FOR REPAIR, MAINTENANCE AND USE.

EXHIBIT 1.1(d)(1)

Form of Indenture

See attached.

EXHIBIT 1.1(d)(2)**Form of First Supplemental Indenture**

See attached.

EXHIBIT 1.1(e)**Future Public Infrastructure Projects**

Description	Status
Highway Infrastructure:	
I-565 Interchange Phase II	Pending
Construction, Engineering, Inspection for I-565 Interchange Phase II	Pending
City Infrastructure:	
Singing River Trail from Venue Property to Madison Golf Center located within the Project Area	Pending

EXHIBIT 2.7(a)

Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTIONS PROVIDED BY SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF MADISON
LIMITED OBLIGATION PROJECT REVENUE WARRANT,
SERIES 2022**

No. R-1

DATED DATE:

_____, 2022

MATURITY DATE:

End of the Debt Service Payment Period

CITY OF MADISON, a municipal corporation of the State of Alabama (the “City”), for value received, hereby acknowledges itself indebted to

TOWN MADISON COOPERATIVE DISTRICT

or registered assigns (the “Holder”) in an amount calculated in accordance with Article 2 of that certain Funding Agreement dated _____, 2022 (the “Agreement”) between the City and Town Madison Cooperative District, and hereby orders and directs the Treasurer of the City to pay to the Holder, solely from the City Net Project Tax Proceeds deposited in the Funding Agreement Fund hereinafter designated, said principal amount, without interest, periodically in accordance with Article 2 of the Agreement, until and including the end of the Debt Service Payment Period.

Authority for Issuance

This warrant is issued pursuant to the authority of the constitution and laws of the State of Alabama, including particularly and without limitation Section 94.01 of the Official Recompile of the Constitution of Alabama of 1901 and Section 11-47-2 of the Code of Alabama (1975), and the Agreement.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Holder, by acceptance of this warrant, assents and agrees to be bound.

Payment

Payment of this warrant shall be made to or as directed by the Holder; provided the final payment of principal of this warrant shall be made only upon presentation and surrender of this warrant to the City for cancellation.

All payments of principal of this warrant by the City shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the City upon this warrant to the extent of the amounts so paid.

The person in whose name this warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this warrant shall be made only to or upon the order of the Holder hereof or his legal representative, and neither the City nor any agent of the City shall be affected by any notice to the contrary.

Security

This warrant is a limited obligation of the City payable solely from the City Net Project Tax Proceeds as provided in the Agreement.

This warrant shall never constitute a charge against the general credit or taxing powers of the City within the meaning of any constitutional provision or statutory limitation whatsoever.

The City has established a special fund designated "Funding Agreement Fund" (the "Funding Agreement Fund") for the payment of this warrant and has obligated itself to pay or cause to be paid into the Funding Agreement Fund, solely from the City Net Project Tax Proceeds, sums sufficient to provide for the payment of this warrant in accordance with the terms and conditions of this Agreement.

No Prepayment and Redemption

The City may not pay in advance the entire or any portion of the unpaid principal amount of this warrant.

Registration and Transfer

This warrant is registered in the name of the Holder on the book of registration maintained for that purpose by the City. This warrant may be transferred or assigned only in accordance with the terms of the Agreement. Upon presentation to the City for transfer, this warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the City, in form of the Assignment attached hereto, duly executed by the Holder or his attorney duly authorized in writing. The Holder shall pay all expenses of the City in connection with such transfer and any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City in the individual capacity thereof and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description, that this warrant has been registered in the manner provided by law, that this warrant represents a valid claim against the Funding Agreement Fund, that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this warrant, the adoption of the resolution and order approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the City, are within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City, acting by and through the City Council of the City, as the governing body thereof, has caused this warrant to be executed in its name and on its behalf by the Mayor of the City, has caused its corporate seal to be affixed hereto and the same attested by the Clerk of the City, and has caused this warrant to be dated the date and year first above written.

CITY OF MADISON

By: _____
Mayor

S E A L

ATTEST: _____
Clerk

REGISTRATION CERTIFICATE

I hereby certify that this warrant has been duly registered by me as a claim against City of Madison, in the State of Alabama, and the Funding Agreement Fund referred to herein.

Treasurer of City of Madison

REGISTRATION OF OWNERSHIP

This warrant is recorded and registered on the warrant register of City of Madison in the name of the last owner named below. The principal of this warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of City</u>
_____	_____	_____

_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named City with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

EXHIBIT 3.1(c)

Estimated Costs of Issuance

Trustee Counsel	\$4,000	
Trustee Acceptance	5,000	
Trustee Annual Admin - 2023 Bonds	5,000	
Trustee Annual Admin - 2022 Bonds	1,500	
Trustee Annual Admin - 2014 Bonds	2,600	NTE
Underwriter	1,050,000*	NTE
Underwriter Counsel	150,000	NTE
Bond/District Counsel	150,000	
City Counsel	85,000	
City Financial Advisor	86,000	
PGAV	40,000	
DTC, CUSIPs, etc.	10,000	NTE
Printing, CUSIPs, etc.	5,000	NTE
Total	\$1,594,100	

*Assumes \$50,000,000 par amount

EXHIBIT 6.1(a)

Notices

City

By hand:

By mail:

By facsimile:

Issuer

By hand:

By mail:

By facsimile:

Trustee

By hand:

By mail:

By facsimile:

Bid Proposal Sheet

Project No. 2022-009-ITB
City of Madison Interchange - Phase 2
Madison, Alabama



McInnis Construction, LLC
Proposal of Miller & Miller, Inc. JV #2

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

BASE BID

Item	Qty.	Unit	Description	Unit Price	Total Price
201A002	1	LS	Clearing And Grubbing (Maximum Allowable Bid \$4000 per acre, Approx. 8 acres)	\$ 32,000.00	\$ 32,000.00
206C003	77	SQYD	Removing Concrete Flumes	\$ 16.20	\$ 1,170.40
208D011	94	LF	Removing Fence	\$ 4.81	\$ 433.34
206D033	603	LF	Removing Cable Guiderail	\$ 16.20	\$ 9,166.60
208E008	2	EACH	Removing Guardrail End Anchor (All Type)	\$ 427.00	\$ 854.00
208E020	1	EACH	Removing Existing Overhead Sign Structure	\$ 12,760.00	\$ 12,760.00
210A000	29501	CUYD	Unclassified Excavation	\$ 17.75	\$ 523,642.75
210D000	5129	CUYD	Borrow Excavation	\$ 26.75	\$ 137,200.75
214A000	1178	CUYD	Structure Excavation	\$ 29.25	\$ 34,398.00
214B001	18657	CUYD	Foundation Backfill, Commercial	\$ 66.25	\$ 1,236,026.25
215A000	988	CUYD	Unclassified Bridge Excavation	\$ 90.00	\$ 88,920.00
231B005	1866	TON	Roadbed Stabilizing Material, Crushed Aggregate Base	\$ 46.60	\$ 84,903.00
243A035	5889	SQYD	Geosynthetic Reinforcement For Soft Soil Stabilization, Type 3	\$ 5.65	\$ 31,462.95
301A012	11813	SQYD	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	\$ 16.60	\$ 192,775.80
305B077	500	TON	Crushed Aggregate, Section 825, For Miscellaneous Use	\$ 40.25	\$ 20,125.00
401A000	11396	SQYD	Bituminous Treatment A	\$ 1.62	\$ 17,321.92
405A000	3289	GAL	Tack Coat	\$ 7.05	\$ 23,187.45
408B001	46102	SQYD	Micro-Milling Existing Pavement (Approximately 1.10" Thru 2.00" Thick)	\$ 2.63	\$ 116,638.06
410H000	1	EACH	Material Remixing Device	\$ 30,600.00	\$ 30,600.00
420A015	1987	TON	Polymer Modified Open Graded Friction Course	\$ 177.00	\$ 361,899.00
420B000	7948	GAL	Open Graded Friction Course Tack Coat	\$ 8.10	\$ 64,378.80
424A280	897	TON	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E	\$ 164.00	\$ 138,138.00
424A360	1145	TON	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	\$ 147.00	\$ 168,315.00
424B280	1547	TON	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E	\$ 124.00	\$ 191,828.00
424B581	2018	TON	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range E	\$ 105.00	\$ 211,880.00
424B850	591	TON	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	\$ 161.00	\$ 95,151.00
424B855	200	TON	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D	\$ 167.00	\$ 31,400.00
424B858	845	TON	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	\$ 128.00	\$ 108,160.00
424B881	739	TON	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	\$ 111.00	\$ 82,029.00
424C280	858	TON	Superpave Bituminous Concrete Base Layer, 1" Maximum Aggregate Size Mix, ESAL Range E	\$ 109.00	\$ 93,522.00
428A001	3	MILE	Scoring Bituminous Pavement Surface	\$ 360.00	\$ 1,080.00
450B000	284	SQYD	Reinforced Cement Concrete Bridge End Slab	\$ 190.00	\$ 55,860.00
502A000	314737	LB	Steel Reinforcement	\$ 1.19	\$ 374,537.03
502B000	1	LS	Steel Reinforcement For Bridge Superstructure, Sta 712+78.81, Approx. 356,700 pounds	\$ 435,000.00	\$ 435,000.00
502B001	1	LS	Steel Reinforcement For Bridge Superstructure, Sta 710+95.30, Approx. 158,500 pounds	\$ 176,000.00	\$ 176,000.00
505G004	12	EACH	Pile Points (Type A, 14")	\$ 300.00	\$ 3,600.00
505M004	540	LF	Steel Piling Furnished And Driven (HP 14x73)	\$ 79.00	\$ 42,660.00
506A000	71	LF	Drilled Shaft Excavation, 4'-8" Diameter	\$ 364.00	\$ 25,134.00
506A005	82	LF	Drilled Shaft Excavation, 3'-6" Diameter	\$ 253.00	\$ 20,746.00
506A008	12	LF	Drilled Shaft Excavation, 4'-0" Diameter	\$ 303.00	\$ 3,636.00

Madison Interchange - Phase 2_Bid Proposal Sheet (8-12-22)

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BASE BID, Cont.



Item	Qty.	Unit	Description	Unit Price	Total Price
508B002	109	LF	Special Drilled Shaft Excavation, 3'-6" Diameter	\$ 1,085.00	\$ 118,085.00
508B003	350	LF	Special Drilled Shaft Excavation, 4'-0" Diameter	\$ 1,288.00	\$ 443,800.00
508B004	127	LF	Special Drilled Shaft Excavation, 4'-6" Diameter	\$ 1,370.00	\$ 173,990.00
508C041	191	LF	Drilled Shaft Construction, 3'-6" Diameter, Class DS1 Concrete	\$ 162.00	\$ 29,032.00
508C042	420	LF	Drilled Shaft Construction, 4'-0" Diameter, Class DS1 Concrete	\$ 162.00	\$ 68,040.00
508C043	199	LF	Drilled Shaft Construction, 4'-6" Diameter, Class DS1 Concrete	\$ 162.00	\$ 30,096.00
508F008	330	LF	Permanent Drilled Shaft Casing, 4'-0" Diameter	\$ 406.00	\$ 133,660.00
508G001	15	EACH	Crosshole Sonic Logging, 3'-6" Diameter	\$ 505.00	\$ 7,575.00
508G002	4	EACH	Crosshole Sonic Logging, 4'-0" Diameter	\$ 2,510.00	\$ 10,040.00
508G003	11	EACH	Crosshole Sonic Logging, 4'-6" Diameter	\$ 505.00	\$ 5,555.00
508A000	4280	LB	Structural Steel	\$ 4.00	\$ 17,040.00
508B000	1	EACH	Structural Steel Superstructure, 205'-250'-195' Cont. Span, Approx. 2,589,885 pounds. (Specialty Item)	\$ 7,798,000.00	\$ 7,798,000.00
508B001	1	EACH	Structural Steel Superstructure, 200'-265'-200' Cont. Span, Approx. 2,183,508 pounds (Specialty Item)	\$ 6,688,500.00	\$ 6,688,500.00
510A007	1397	CUYD	Bridge Substructure Concrete	\$ 650.00	\$ 908,050.00
510C051	1	LS	Bridge Concrete Superstructure, Sta 712+78.81, Approx. 1456 cubic yards	\$ 1,470,000.00	\$ 1,470,000.00
510C052	1	LS	Bridge Concrete Superstructure, Sta 710+85.30, Approx. 621 cubic yards	\$ 658,000.00	\$ 658,000.00
510E000	5551	SQYD	Grooving Concrete Bridge Decks	\$ 2.84	\$ 14,854.84
511A004	23	EACH	Elastomeric Bearing Type 4	\$ 4,845.00	\$ 106,835.00
511A005	9	EACH	Elastomeric Bearing Type 5	\$ 6,055.00	\$ 54,495.00
511A073	36	EACH	Elastomeric Bearing Type 4 (Mark VB4)	\$ 1,768.00	\$ 63,648.00
513B017	2474	LF	Prestressed-Precompressed Concrete Girders, Type BT-72 (Specialty Item)	\$ 344.00	\$ 851,056.00
524B010	47	CUYD	Culvert Concrete Extension	\$ 950.00	\$ 44,650.00
528A012	47880	SQFT	Retaining Wall(MSE)	\$ 65.25	\$ 3,124,822.50
530A001	1398	LF	18" Roadway Pipe (Class 3 R.C.)	\$ 118.00	\$ 165,082.00
530A002	504	LF	24" Roadway Pipe (Class 3 R.C.)	\$ 150.00	\$ 75,600.00
534A000	7	EACH	Cleaning Pipe Underdrain Outlets	\$ 990.00	\$ 6,930.00
600A000	1	LS	Mobilization	\$ 3,188,689.97	\$ 3,188,689.97
601A000	1	EACH	Furnishing Base, Soil And Structure Laboratories	\$ 33,000.00	\$ 33,000.00
605A001	3878	LF	Pavement Edge Drain	\$ 29.25	\$ 107,623.00
605B000	8	EACH	Special Underdrain Outlet, Type A	\$ 1,426.00	\$ 11,400.00
608A000	8689	SQYD	Separation Geotextile	\$ 5.05	\$ 43,878.45
610D003	1571	SQYD	Filler Blanket, Geotextile	\$ 3.52	\$ 5,528.92
614A000	54	CUYD	Slope Paving	\$ 675.00	\$ 36,450.00
618A003	3	EACH	24" Roadway Pipe End Treatment, Class 1	\$ 1,850.00	\$ 5,550.00
621A011	5	EACH	Junction Boxes, Type 1 Or 1P	\$ 4,050.00	\$ 20,250.00
621B011	6	EACH	Junction Box Units, Type 1 Or 1P	\$ 950.00	\$ 5,700.00
621C020	5	EACH	Inlets, Type Y	\$ 2,550.00	\$ 12,750.00
621C100	6	EACH	Inlets, Type PR	\$ 5,200.00	\$ 31,200.00
621D019	6	EACH	Inlet Units, Type Y	\$ 1,100.00	\$ 6,600.00
624B000	2	EACH	Cable Guiderail Anchor	\$ 5,075.00	\$ 10,150.00
628A087	1944	LF	Concrete Median or Safety Barrier, Type CSF-36 (Reinforced) (Retaining Wall Mounted)	\$ 368.00	\$ 711,604.00
628A107	880	LF	Concrete Median or Safety Barrier, Type CSF-4A	\$ 138.00	\$ 118,980.00
628C002	3	EACH	Concrete Median or Safety Barrier End Section(Type TES)	\$ 4,750.00	\$ 14,250.00
630A001	1975	LF	Steel Beam Guardrail, Class A, Type 2	\$ 35.50	\$ 70,112.50
630C077	5	EACH	Guardrail End Anchor, Type 8(MASH)	\$ 1,925.00	\$ 9,625.00
630C079	4	EACH	Guardrail End Anchor, Type 13(MASH)	\$ 3,850.00	\$ 15,400.00
630C080	8	EACH	Guardrail End Anchor, Type 20 Series (MASH)	\$ 3,850.00	\$ 30,800.00
634A001	75	LF	Industrial Fence, 5 Feet High	\$ 86.00	\$ 6,450.00
650A000	1820	CUYD	Topsoil	\$ 17.20	\$ 31,304.00
652A100	4	Acre	Seeding	\$ 1,210.00	\$ 4,840.00
652C000	12	Acre	Mowing	\$ 302.00	\$ 3,624.00
654A001	3711	SQYD	Solid Sodding (Bermuda)	\$ 6.85	\$ 25,420.35
656A010	4	Acre	Mulching	\$ 1,210.00	\$ 4,840.00
659C002	898	SQYD	Erosion Control Product, Type S2	\$ 3.55	\$ 3,155.80

BASE BID, Cont.



Item	Qty.	Unit	Description	Unit Price	Total Price
665A000	8	ACRE	Temporary Seeding	\$ 860.00	\$ 6,880.00
665B001	48	TON	Temporary Mulching	\$ 796.00	\$ 38,160.00
665C010	40	LF	Temporary Pipe	\$ 68.00	\$ 2,720.00
665G000	984	EACH	Sand Bags	\$ 6.05	\$ 5,932.20
665I000	250	TON	Temporary Riprap, Class 2	\$ 58.00	\$ 14,600.00
665J002	7302	LF	Silt Fence	\$ 5.25	\$ 38,335.50
665N000	252	TON	Temporary Coarse Aggregate, ALDOT Number 1	\$ 50.00	\$ 12,600.00
665N001	50	TON	Temporary Coarse Aggregate, ALDOT Number 4	\$ 54.00	\$ 2,700.00
665O001	7302	LF	Silt Fence Removal	\$ 1.26	\$ 9,200.62
665P005	35	EACH	Inlet Protection, Stage 3 Or 4	\$ 555.00	\$ 19,425.00
665Q002	3025	LF	Wattle	\$ 11.25	\$ 34,031.25
666A001	4	ACRE	Pest Control Treatment	\$ 30.25	\$ 121.00
660A001	1	LS	Geometric Controls	\$ 189,100.00	\$ 189,100.00
701A087	1	MILE	Broken White, Class W, Type A Traffic Stripe (5" Wide)	\$ 9,700.00	\$ 9,700.00
701A091	1	MILE	Solid White, Class W, Type A Traffic Stripe (5" Wide)	\$ 19,100.00	\$ 19,100.00
701A099	1	MILE	Solid Yellow, Class W, Type A Traffic Stripe (5" Wide)	\$ 19,100.00	\$ 19,100.00
701A227	2	MILE	Solid White, Class 2, Type A Traffic Stripe (5" Wide)	\$ 3,800.00	\$ 7,600.00
701A230	2	MILE	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)	\$ 3,800.00	\$ 7,600.00
701A239	3	MILE	Broken White, Class 2, Type A Traffic Stripe (5" Wide)	\$ 2,650.00	\$ 7,950.00
701B063	1444	LF	Dotted, Class 2, Type A Traffic Stripe (Lane Drop 10" Wide)	\$ 3.56	\$ 5,126.20
701B207	2351	LF	Dotted, Class 2, Type A Traffic Stripe (5" Wide)	\$ 2.55	\$ 5,995.05
701C000	4	MILE	Broken Temporary Traffic Stripe	\$ 1,270.00	\$ 5,080.00
701C001	8	MILE	Solid Temporary Traffic Stripe	\$ 1,625.00	\$ 13,000.00
701D005	7	MILE	Solid Traffic Stripe Removed	\$ 2,650.00	\$ 18,550.00
701D013	7	MILE	Broken Traffic Stripe Removed	\$ 2,650.00	\$ 18,550.00
703A002	2767	SQFT	Traffic Control Markings, Class 2, Type A	\$ 5.60	\$ 15,495.20
703B002	82	SQFT	Traffic Control Legends, Class 2, Type A	\$ 6.10	\$ 500.20
705A011	3750	EACH	Pavement Markers, Class C, Type 1-A	\$ 5.10	\$ 19,125.00
705A012	968	EACH	Pavement Markers, Class C, Type 1-B	\$ 5.10	\$ 4,938.80
705A030	358	EACH	Pavement Markers, Class A-H, Type 2-C	\$ 5.10	\$ 1,825.80
705A031	347	EACH	Pavement Markers, Class A-H, Type 1-A	\$ 5.10	\$ 1,769.70
705A032	84	EACH	Pavement Markers, Class A-H, Type 1-B	\$ 5.10	\$ 428.40
710A165	56	SQFT	Class 10 Aluminum Flat Sign Panels 0.06" Thick (Type XI Background, Fluorescent)	\$ 31.50	\$ 1,764.00
710A170	23	SQFT	Class 4, Aluminum Flat Sign Panels 0.08" Thick (Type IV Background)	\$ 26.50	\$ 609.50
710A185	72	SQFT	Class 8 Aluminum Flat Sign Panels 0.125" Thick (Type IV or XI Background)	\$ 48.75	\$ 3,510.00
710A187	509	SQFT	Class 8 Aluminum Multiple Flat Sign Panels 0.125" Thick (Type IV or XI Background)	\$ 48.75	\$ 24,813.75
710B011	37	LF	Roadway Sign Post (W6 x 12 Steel Beam)	\$ 203.00	\$ 7,511.00
710B012	138	LF	Roadway Sign Post (W8 x 21 Steel Beam)	\$ 219.00	\$ 30,222.00
710B013	50	LF	Roadway Sign Post (W10 x 22 Steel Beam)	\$ 275.00	\$ 13,750.00
710B016	20	LF	Roadway Sign Post (#3 Square Tubular Steel)	\$ 18.25	\$ 365.00
710B021	57	LF	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)	\$ 18.25	\$ 1,040.25
711A000	1	LS	Roadway Sign Relocation	\$ 25,600.00	\$ 25,600.00
715A000	1	LS	Overhead Roadway Sign Structure No. OHC-1	\$ 84,000.00	\$ 84,000.00
715A001	1	LS	Overhead Roadway Sign Structure No. OHC-2	\$ 84,000.00	\$ 84,000.00
726A000	4420	LF	Portable Concrete Safety Barriers, Type 6	\$ 40.00	\$ 176,800.00
726A001	20	LF	Portable Concrete Safety Barriers, Type 6-A	\$ 40.00	\$ 800.00
726D025	2	EACH	Portable Impact Attenuator Assembly (Unidirectional, TL-3)	\$ 25,000.00	\$ 50,000.00
740B000	1431	SQFT	Construction Signs	\$ 9.20	\$ 13,165.20
740D000	400	EACH	Channelizing Drums	\$ 85.75	\$ 34,300.00
740E000	100	EACH	Cones (36 inches High)	\$ 35.50	\$ 3,550.00
740F002	8	EACH	Barricades, Type III	\$ 330.00	\$ 2,640.00
740M001	100	EACH	Ballast For Cone	\$ 11.80	\$ 1,180.00
741C010	4	EACH	Portable Sequential Arrow And Chevron Sign Unit	\$ 5,350.00	\$ 21,400.00

BASE BID, Cont.

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
742A001	8	EACH	Portable Changeable Message Sign, Type 2	\$ 14,280.00	\$ 85,600.00
750A261	7	EACH	High Mast Luminaire Assembly with Three, LED, 400 Watt Equivalent Luminaires	\$ 83,000.00	\$ 581,000.00
750B601	24	EACH	Roadway Luminaire Assembly with One, LED, 250 Watt Equivalent Luminaire	\$ 8,300.00	\$ 199,200.00
750B602	42	EACH	Roadway Luminaire Assembly with One, LED, 400 Watt Equivalent Luminaire	\$ 9,100.00	\$ 382,200.00
750B607	15	EACH	Roadway Luminaire Assembly with Two, LED, 400 Watt Equivalent Luminaire	\$ 14,100.00	\$ 211,600.00
750C010	74	EACH	Pole Foundation, Roadway	\$ 4,050.00	\$ 299,700.00
750C011	7	EACH	Pole Foundation, High Mast	\$ 7,050.00	\$ 49,350.00
750D200	12	EACH	Electrical Junction Box, Type 1	\$ 1,210.00	\$ 14,520.00
750D202	4	EACH	Electrical Junction Box, Type 3	\$ 2,025.00	\$ 8,100.00
750E112	130	LF	Conduit, 1 Inch, Rigid Nonmetallic	\$ 26.25	\$ 3,412.50
750E113	315	LF	Conduit, 1 1/4 Inch, Rigid Nonmetallic	\$ 27.25	\$ 8,583.75
750E114	790	LF	Conduit, 1 1/2 Inch, Rigid Nonmetallic	\$ 35.25	\$ 27,847.50
750E115	1005	LF	Conduit, 2 Inch, Rigid Nonmetallic	\$ 39.50	\$ 39,897.50
750F023	2340	LF	Conductor, #8 AWG	\$ 4.55	\$ 10,647.00
750F024	3960	LF	Conductor, #6 AWG	\$ 5.60	\$ 22,176.00
750F025	3030	LF	Conductor, #4 AWG	\$ 6.60	\$ 19,998.00
750F026	440	LF	Conductor, #2 AWG	\$ 8.65	\$ 3,806.00
750G009	7955	LF	Combined Duct and Cable, 2 #8 AWG/ 1 #6 AWG GND	\$ 26.50	\$ 209,852.50
750G010	4115	LF	Combined Duct and Cable, 2 #6 AWG/ 1 #6 AWG GND	\$ 26.50	\$ 109,047.50
750G011	2940	LF	Combined Duct and Cable, 2 #4 AWG/ 1 #6 AWG GND	\$ 28.50	\$ 83,790.00
750G030	5980	LF	Combined Duct and Cable, 2 #2 AWG/ 1 #6 AWG GND	\$ 30.50	\$ 182,390.00
750G040	5280	LF	Combined Duct and Cable, 2 #1/0 AWG/ 1 #6 AWG GND	\$ 35.50	\$ 187,795.00
750H005	1	EACH	Service Pole	\$ 4,075.00	\$ 4,075.00
750I015	1	EACH	Lighting Control Center	\$ 39,000.00	\$ 39,000.00
751G025	16	EACH	Remove & Store Roadway Luminaire Assembly	\$ 3,650.00	\$ 58,400.00
751J006	16	EACH	Remove Luminaire Pole Foundation, Concrete	\$ 2,900.00	\$ 46,400.00
758A028	920	LF	6" Electrical Conduit, 1 Line, Type 5 Installation	\$ 80.50	\$ 74,060.00
TOTAL BID					\$ 36,780,000.00

The above unit prices shall include all labor, materials, hauling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of Five percent of amount bid (\$ 5% of bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused there.

McInnis Construction, LLC & Miller & Miller, Inc. JV #2

By Mark E. Miller

(SEAL - if the bid is by a corporation)

Title Alternate Representative

2106 Miller Ferry Way SW

Huntsville, AL 35801-5382

(Business Address & Zip Code)

BID FORM

City of Madison Interchange, Phase 2

***CITY OF MADISON
MADISON COUNTY, ALABAMA***

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**THE CITY OF MADISON,
c/o AECOM Technical Services, Inc.
100 Hughes Road
Madison, Alabama 35758
Attn: Eddie Lobdell, PE**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents and to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 **This project shall be constructed according to Alabama Department of Transportation (ALDOT) Specifications, 2022 Edition, unless otherwise stated in the specifications. Any deviance from ALDOT specifications will only be allowed with express written permission from the Owner.**
- 2.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.01 The undersigned has carefully examined the plans for this project, the State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/5/22</u>
<u>2</u>	<u>8/12/22</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

- 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) \$ 36,780,000.00.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 550 calendar days after the date when the Contract Times commence to run on the day indicated in the Notice to Proceed, as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 550 Calendar Days after the date when the Contract Times commence to run.

- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of bid bond;

- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor's License No.: ^{44332 (McInnis)}4166 (Miller) [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with Supporting Data, including at least three (3) references in order to establish its experience completing similar projects for clients within the last five (5) years.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _____ is ____/____/____.

A Joint Venture

Name of Joint Venture: McInnis Construction, LLC & Miller & Miller, Inc. JV #2

First Joint Venturer Name: McInnis Construction, LLC (SEAL)

By: [Signature]

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): TIMOTHY M. INNIS II

Title: PRESIDENT

Second Joint Venturer Name: Miller & Miller, Inc. (SEAL)

State of Incorporation: Alabama Type: General Business

By: [Signature]

Attest: [Signature]

Mark O. Seeley, Secretary

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): Mark E. Miller

Date of Qualification to do business in Alabama is 4/14/22.

Title: President

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 2106 Miller Ferry Way SW

Huntsville AL 35801-5362

Phone No. 256-882-6200

Fax No. 256-882-2864

E-mail mmiller@miller-miller-inc.com

SUBMITTED on 8/17, 20 22.

State Contractor License No. 44332 (McInnis)
4166 (Miller)

McInnis Construction, LLC**ARTICLE 10 – IMMIGRATION LAW COMPLIANCE**

- 10.01 I, Angie Singleton, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach a Memorandum of Understanding as proof of Bidder's enrollment in E-Verify.

ARTICLE 11 – DISCLOSURE STATEMENT

- 11.01 In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

- A. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?

 Yes X No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

- B. Do you understand and acknowledge that:

1. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission; and
2. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
3. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and

McInnis Construction, LLC

any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into?

☒ Yes ☐ No

ARTICLE 12 – REFERENCES**12.01 References:**

A. Does the City have concurrence from the Bidder to contact any and all references included?

☒ Yes ☐ No

B. Supply names, addresses, and telephone numbers of three (3) customer references for whom your company has provided services similar to those requested by the City.

1. Customer Name: Volkert, Inc

Address: 1616 2nd Avenue South Suite 150, Birmingham, AL 35233

Phone Number: 205-985-8844

Contact Person: Adam Patterson

Project Details: ACIMF-I059(385) & (394)

2. Customer Name: Alabama Department of Transportation

Address: 1409 Coliseum Blvd, Montgomery, AL 36110

Phone Number: 334-403-0952

Contact Person: Brock Beck

Project Details: NHF-0203(523)

3. Customer Name: City of Huntsville

Address: PO Box 308, Huntsville, AL 35804

Phone Number: 256-427-5300

Contact Person: Kathy Martin

Project Details: Greenbrier Pkwy Extension, Phase IV-B; 71-18-RD01

Miller & Miller, Inc.**ARTICLE 10 – IMMIGRATION LAW COMPLIANCE**

- 10.01 I, Mark E. Miller, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach Memorandum of Understanding as proof of Bidder's enrollment in E-Verify.

ARTICLE 11 – DISCLOSURE STATEMENT

- 11.01 In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

- A. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?

 Yes X No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

- B. Do you understand and acknowledge that:

1. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission; and
2. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
3. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and

Miller & Miller, Inc.

any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into?

 X Yes No

ARTICLE 12 – REFERENCES**12.01 References:**

A. Does the City have concurrence from the Bidder to contact any and all references included?

 X Yes No

B. Supply names, addresses, and telephone numbers of three (3) customer references for whom your company has provided services similar to those requested by the City.

1. Customer Name: ALDOT

Address: Guntersville, AL

Phone Number: 256-582-8922

Contact Person: Derrick Wilson

Project Details: South Parkway Improv; NHF-0053(530), NHF-0053(531) & ST-045-053-008

2. Customer Name: City of Huntsville

Address: Huntsville, AL

Phone Number: 256-427-5300

Contact Person: Kathy Martin

Project Details: Greenbrier Pkwy Extension, Phase IV-B; 71-18-RD01

3. Customer Name: Rogers Group, Inc.

Address: Huntsville, AL

Phone Number: 256-533-0505

Contact Person: Anthony Garcia

Project Details: Old Hwy 20 Bridge over Norfolk-Southern Railroad; Project #71-19-SP08

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

McInnis Construction, LLC & Miller & Miller, Inc. JV #2
2106 Miller Ferry Way, Huntsville, AL 35801

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196

OWNER (Name and Address):

City of Madison, Alabama, a municipal corporation
100 Hughes Road
Madison, Alabama 35758

BID

Bid Due Date: August 17, 2022

Description (Project Name and Include Location):

The project consists generally of: **City of Madison Interchange, Phase 2, Grade, Drain, Base, Pave, Bridges, Lighting and Retaining Walls in Madison County.**

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): August 17, 2022

Penal sum <u>Five percent (5%) of the amount bid, not to exceed \$10,000.00</u>	\$	
(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

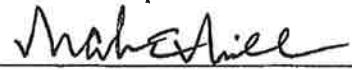
BIDDER

McInnis Corporation, LLC & Miller & Miller, Inc. JV #2

(Seal)

Bidder's Name and Corporate Seal

By:


Signature

Mark E. Miller
Print Name

Alternate Representative
Title

Attest:


Signature Mark D. Seely

Representative
Title

SURETY

Fidelity and Deposit Company of Maryland

(Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

Billie Jo Sanders
Print Name

Attorney-in-fact
Title

Attest:


Signature Connie Smith

Witness
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents, insurance certifications, and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Madison County, Alabama.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Renee ELLIS, Paul B. SCOTT JR., Thomas J. GENTILE, Billie Jo SANDERS, David J. DURDEN, Milton A. KOPF and Josh PRICE, all of Montgomery, Alabama, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of December, A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President

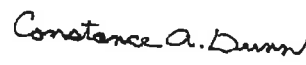

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 2nd day of December, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of August, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**STATEMENT
OF
CONTRACTORS QUALIFICATIONS**
(Available as Fillable Document)

Date: August 16, 2022

Company Name: McInnis Construction, LLC

Address: 203 Investment Lane

City / State / Zip: Summerdale, AL 36580

Phone Number: 251.378.2660

Contact Person: Abe Bailey

Company Is:

Sole Proprietorship ☐

Corporation ☐

Partnership ☐

LLC ☒

INFORMATION ON PRINCIPALS:

Name	Title
Timothy N. McInnis, II	Managing Member
Timonty N. McInnis	Managing Member
Stevan M. Parrish	Managing Member
Benjamin T. Tyler	Member
Clayton McInnis	Managing Member

Company: McInnis Construction, LLC

Date: August 16, 2022

PROPOSED SUPERINTENDENT INFORMATION:

<u>Name</u>	<u>Years with Firm</u>	<u>Years in Construction</u>	<u>Years as a Superintendent</u>
Sammy Poynter	1	37	24
Josh Tyler	12	23	3

PROPOSED FOREMAN INFORMATION:

<u>Name</u>	<u>Years with Firm</u>	<u>Years in Construction</u>	<u>Years as a Foreman</u>
Rigoberto Calderon	5	24	16

Company: McInnis Construction, LLC Date: August 16, 2022

MAJOR EQUIPMENT AVAILABLE:

<u>Type of Equipment</u>	<u>Model</u>	<u>Number of Units</u>
See Attached List		

Company: McInnis Construction, LLC Date: August 16, 2022

INSURANCE:

Insurance Capabilities: \$7,000,000.00 (Maximum)
Insurance Company: AIG
Contact Person: Ben Thompson **Telephone No.:** 205-868-0273

Bonding Capabilities: \$100,000,000 Single/\$200,000,000 Aggregate (Maximum)
Bonding Company: The Hartford
Contact Person: Ben Thompson **Telephone No.:** 205-868-0273

LIST AT LEAST FOUR (4) PROJECTS COMPLETED BY YOUR FIRM IN THE LAST FIVE (5) YEARS, THAT HAVE SIMILAR PROJECT CONDITIONS. (USE THE FOLLOWING FORMAT)

A. Project Name: BR-0005(517) Jefferson County

Location: Sayre, Alabama

Owner: Alabama Department of Transportation

Contact Person: Martez Nalls **Telephone No.:** 205-732-4754

Wall Square Footage: NA

Concrete Girder Bridge Square Footage: NA

Steel Girder Bridge Square Footage: 20,367 SF, 508B000 Structural Steel 174'-200'-174' appx 1,528,610 lbs

Date Completed: In Finalization Process

Project Engineer: Martez Nalls

Contact Person: Martez Nalls **Telephone No.:** 205-732-4754

Contract Bid Amount \$7,579,903.93

Final Contract Amount \$7,646,961.79 Performed to date

Contract Completion 280 **Days**

Time:

Actual Completion Time: On time, no liquidated damages incurred **Days**

Company: McInnis Construction, LLC **Date:** August 16, 2022

B. Project Name: ACIMF-I059(385) Bridge 25 and Bridge 26, Jefferson County

Location: Birmingham, Alabama

Owner: Alabama Department of Transportation

Contact Person: Adam Patterson **Telephone No.:** 205-985-8844

Wall Square Footage: NA

Concrete Girder Bridge Square Footage: NA

Steel Girder Bridge Square Footage: 11,388 SF

Date Completed: May 2020

Project Engineer: Adam Patterson

Contact Person: Adam Patterson **Telephone No.:** 205-985-8844

Contract Bid Amount \$14,394,389.85 (subcontract)
Final Contract Amount \$14,414,242.99
Contract Completion Time: On time subcontract with no liquidated damages incurred **Days**
Actual Completion Time: On time **Days**
Company: McInnis Construction, LLC **Date:** August 16, 2022

- C. Project Name:** 71-18-RD01 Greenbrier Parkway Extension, Phase IV-B
Location: Huntsville, Alabama
Owner: City of Huntsville
Contact Person: Zachary Turner **Telephone No.:**

Wall Square Footage: NA
Concrete Girder Bridge Square Footage: 118,332 SF
Steel Girder Bridge Square Footage: NA
Date Completed: January 2021
Project Engineer: Zachary Turner
Contact Person: Zachary Turner **Telephone No.:**

Contract Bid Amount \$18,419,447.19
Final Contract Amount \$16,915,004.40
Contract Completion Time: 365 **Days**
Actual Completion Time: On time, no liquidated damages incurred **Days**
Company: McInnis Construction, LLC **Date:** August 16, 2022

- D Project Name:** NHF-0158(505) Mobile County
Location: Mobile, Alabama
Owner: Alabama Department of Transportation
Contact Person: Joey Fresolone **Telephone No.:** 251-591-7837

Wall Square Footage: NA
Concrete Girder Bridge Square Footage: 100,818 SF
Steel Girder Bridge Square Footage: NA
Date Completed: In Finalization Process
Project Engineer: Joey Fresolone
Contact Person: Joey Fresolone **Telephone No.:** 251-591-7837

Contract Bid Amount \$16,899,353.11
Final Contract Amount \$16,009,174.17 Performed to date
Contract Completion Time: Drop Dead Date: May 27, 2022 **Days**
Actual Completion Time: On time, no liquidated damages incurred **Days**
Company: McInnis Construction, LLC **Date:** August 16, 2022

FINANCIAL REFERENCES:

Institution

Synovus Bank

Contact

Britt Barley

Telephone No.

334-244-2424

MCINNIS MCINNIS CONSTRUCTION, LLC

26-3790285

FYE: 12/31/2021 Mth: 12/31/2021

Book Asset Detail 12/01/21 - 12/31/21

03/06/2022 4:34 PM
Page 1

Asset	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: 20-Leasehold Improvements											
32	203 Investment Lane - Security sys	4/01/17	4,087.39	0.00	0.00	476.85	8.51	485.36	3,602.03	S/L	40.00
33	203 Invest Ln Lot 2 Yard Soil Stabi	4/17/17	135,903.18	0.00	0.00	15,572.24	283.13	15,855.37	120,047.81	S/L	40.00
34	203 Investment Lane - plumbing	6/16/17	2,812.00	0.00	0.00	1,241.97	23.43	1,265.40	1,546.60	S/L	10.00
35	203 Investment Lane Fencing and g	5/12/17	11,791.40	0.00	0.00	5,404.39	98.26	5,502.65	6,288.75	S/L	10.00
36	203 Investment Lane landscaping	6/06/17	6,698.98	0.00	0.00	3,014.54	55.83	3,070.37	3,628.61	S/L	10.00
37	203 Investment Lane Office Undere	4/12/17	646.44	0.00	0.00	301.65	5.39	307.04	339.40	S/L	10.00
38	203 Investment Lane Rental Office	12/28/18	28,609.49	0.00	0.00	10,114.48	288.98	10,403.46	18,206.03	S/L	8.25
39	203 Investment Lane Rental Offices	2/28/19	29,174.88	0.00	0.00	10,028.87	303.90	10,332.77	18,842.11	S/L	8.00
40	203 Investment Lane Warehouse Bt	6/16/17	27,734.00	0.00	0.00	3,062.30	57.78	3,120.08	24,613.92	S/L	40.00
41	203 Investment Lane Warehouse pa	4/25/17	990.04	0.00	0.00	453.75	8.25	462.00	528.04	S/L	10.00
42	203 Investment Lane-Gutters and dc	4/18/17	765.00	0.00	0.00	350.63	6.37	357.00	408.00	S/L	10.00
256	723 N Perry Improvements	5/01/15	36,988.25	0.00	0.00	36,988.25	0.00	36,988.25	0.00	S/L	3.00
418	Lot 3 Fencing & Gates	12/23/19	11,770.25	0.00	0.00	1,127.98	49.04	1,177.02	10,593.23	S/L	20.00
419	Lot 3 Soil Stabilization	12/23/19	83,917.18	0.00	0.00	4,021.03	174.83	4,195.86	79,721.32	S/L	40.00
20-Leasehold Improvements			381,888.48	0.00c	0.00	92,158.93	1,363.70	93,522.63	288,365.85		

Group: 40-Office Furn & Equip

1	12-00100 Office Furniture (Alabam	9/11/09	2,721.25	0.00	0.00	2,721.25	0.00	2,721.25	0.00	S/L	7.00
2	12-00300 2 Fire Proof Filing Cabint	4/08/11	1,375.00	0.00	137.50	1,237.50	0.00	1,237.50	137.50	S/L	7.00
3	12-00400 Office Furniture- Al Inter	12/28/12	2,500.00	0.00	0.00	2,229.17	20.83	2,250.00	250.00	S/L	10.00
4	12-00600 Hon Filing Cabinet	3/11/13	1,142.39	0.00	0.00	999.60	9.52	1,009.12	133.27	S/L	10.00
5	12-00700 Large Planning Table	4/11/14	2,079.38	0.00	0.00	1,594.20	17.33	1,611.53	467.85	S/L	10.00
6	12-00800 Conference Table and 6 c	3/20/17	3,078.50	0.00	0.00	1,436.64	25.65	1,462.29	1,616.21	S/L	10.00
7	16-03100 Apple Ipad (Travis)	12/06/13	987.80	0.00	0.00	987.80	0.00	987.80	0.00	S/L	4.00
8	16-03200 Dell Computer	1/31/14	586.82	0.00	0.00	586.82	0.00	586.82	0.00	S/L	5.00
9	16-033 Dell Optiplex 7020 BTX	11/18/14	808.70	0.00	0.00	808.70	0.00	808.70	0.00	S/L	4.00
10	16-034 MacBook (Chert)	2/15/16	2,547.90	0.00	0.00	2,547.90	0.00	2,547.90	0.00	S/L	4.00
11	16-035 Canon ImageFormula DR-C	2/17/16	399.99	0.00	0.00	399.99	0.00	399.99	0.00	S/L	3.00
12	16-036 MacBook (Angie)	11/17/16	2,760.46	0.00	0.00	2,760.46	0.00	2,760.46	0.00	S/L	4.00
13	18-00500 About Time Software	5/31/12	11,923.04	0.00	0.00	11,923.04	0.00	11,923.04	0.00	Amort	3.00
14	18-00501 About time Software- Ad	6/30/12	532.91	0.00	0.00	532.91	0.00	532.91	0.00	Amort	3.00
15	18-00600 B2 Software	9/10/13	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	0.00	Amort	3.00
16	18-00601 B2W Estimate Enterprise	9/25/18	9,500.00	0.00	0.00	9,500.00	0.00	9,500.00	0.00	Amort	3.00
17	18-007 About Time Tech FormsExp	12/31/16	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00	Amort	3.00
18	18-00801 HCSS Safety Pro License	8/01/18	5,500.00	0.00	0.00	5,500.00	0.00	5,500.00	0.00	Amort	3.00
19	18-00802 HCSS Safety Pro Implem	8/01/18	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00	Amort	3.00
20	18-00901 HCSS HeavyBid License	1/17/19	33,732.60	0.00	0.00	32,795.58	937.02	33,732.60	0.00	Amort	3.00
21	18-00902 HCSS HeavyBid Implem	1/17/19	10,200.00	0.00	0.00	9,916.67	283.33	10,200.00	0.00	Amort	3.00
22	18-01001 HCSS HeavyJob License	1/17/19	26,814.70	0.00	0.00	26,069.84	744.86	26,814.70	0.00	Amort	3.00
23	18-01002 HCSS HeavyJob Implem	1/17/19	14,400.00	0.00	0.00	14,000.00	400.00	14,400.00	0.00	Amort	3.00
24	18-01101 Dispatcher Implementati	1/17/19	5,000.00	0.00	0.00	4,861.11	138.89	5,000.00	0.00	Amort	3.00
25	18-01102 HCSS Dispatcher Licens	1/17/19	8,882.50	0.00	0.00	8,635.75	246.75	8,882.50	0.00	Amort	3.00
26	18-012 HCSS Heavy Cloud Hostin	1/17/19	3,225.00	0.00	0.00	3,135.42	89.58	3,225.00	0.00	Amort	3.00
27	18-013 HCSS Heavy Job License	3/19/20	6,640.20	0.00	0.00	3,873.45	184.45	4,057.90	2,582.30	Amort	3.00
28	18-014 HCSS Tru-Up Software	4/21/20	2,000.00	0.00	0.00	1,111.11	55.56	1,166.67	833.33	Amort	3.00
420	Office Furniture	12/31/14	46,300.00	0.00	0.00	46,300.00	0.00	46,300.00	0.00	S/L	5.00

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Group: 60-Transportation Equipn (continued)												
84		34-004 18 Dorsey DropDeck Trailer	7/31/17	31,248.00	0.00	6,249.60	15,475.20	297.60	15,772.80	15,475.20	S/L	7.00
85		34-005 18 Pitts LB51-33CS Lowbo	3/26/18	41,392.75	0.00	12,000.00	10,777.36	244.94	11,022.30	30,370.45	S/L	10.00
86		34-006 19 Fontaine 53.6' Lowboy T	10/07/19	119,404.76	0.00	35,821.00	25,871.17	995.04	26,866.21	92,538.55	S/L	7.00
87		34-00601 19 Fontaine 4th Flip Axle	10/07/19	16,227.83	0.00	4,868.00	3,516.13	135.24	3,651.37	12,576.46	S/L	7.00
88		36-00600 04 Haum Enclosed Utility	7/30/09	3,780.66	0.00	756.14	3,024.52	0.00	3,024.52	756.14	S/L	5.00
89		36-00600 13 Jayflight Camper Trail	1/16/14	21,027.60	0.00	3,154.14	17,873.46	0.00	17,873.46	3,154.14	S/L	5.00
90		36-00601 JayFlight Camper Tax as	1/21/15	770.78	0.00	0.00	770.78	0.00	770.78	0.00	S/L	4.00
91		37-001 09 King American 7x16TA-	7/02/09	4,202.38	0.00	840.48	3,361.90	0.00	3,361.90	840.48	S/L	7.00
92		37-003 - CYNERGY 8.5X24TA En	5/02/16	5,255.43	0.00	1,051.09	4,204.34	0.00	4,204.34	1,051.09	S/L	5.00
93		37-004 16 16' Cargo Mate Encl Tra	9/27/16	8,324.73	0.00	532.47	6,710.00	108.23	6,818.23	1,506.50	S/L	6.00
94		37-005 18 Cargo Mate 16' Encl Trai	7/30/18	8,743.50	0.00	1,749.00	3,885.83	97.15	3,982.98	4,760.52	S/L	6.00
95		37-006 18 Cargo Mate 16' Encl Trai	7/30/18	8,743.50	0.00	1,749.00	3,885.83	97.15	3,982.98	4,760.52	S/L	6.00
96		37-008 2019 Cargo Mate 16x68x6'	12/04/19	8,838.01	0.00	1,768.00	2,356.67	98.20	2,454.87	6,383.14	S/L	6.00
97		38-00100 Utility Trailer - UTO 16	2/28/10	900.00	0.00	0.00	900.00	0.00	900.00	0.00	S/L	5.00
98		38-00200 8.5X20 Trailer	3/17/10	400.00	0.00	40.00	360.00	0.00	360.00	40.00	S/L	4.00
100		38-00500 L&W 5X8 Single Axle Tr	6/23/11	724.05	0.00	72.40	651.65	0.00	651.65	72.40	S/L	5.00
101		38-00600 73 16Ft Homemade Trail	7/15/11	3,090.00	0.00	1,000.00	2,090.00	0.00	2,090.00	1,000.00	S/L	5.00
102		38-00800 7X20 Covered Trailer	12/15/11	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00	S/L	5.00
103		38-00900 Welding Trailer	2/10/12	972.35	0.00	0.00	972.35	0.00	972.35	0.00	S/L	5.00
104		38-01000 97Belshi TL Trailer	3/02/12	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	5.00
105		38-01100 06 Trailer World Trailer	3/02/12	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00	S/L	5.00
106		38-012 08 24' Utility Trailer - Open	6/13/15	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00	S/L	5.00
107		38-01201 08 24' Utility Trailer Sale	6/13/15	89.50	0.00	0.00	89.50	0.00	89.50	0.00	S/L	5.00
108		38-014 19 22' TNT BLACK OPEN	2/22/19	4,985.00	0.00	997.00	2,193.40	66.47	2,259.87	2,725.13	S/L	5.00
109		38-015 19 Bye-Rite 8.5x20 Tandem	8/12/19	4,941.45	0.00	0.00	2,306.01	82.36	2,388.37	2,553.08	S/L	5.00
110		38-016 BH2022DT Equipment Trail	10/19/21	6,066.08	0.00c	607.00	60.65	30.33	90.98	5,975.10	S/L	10.00
111		38-027 BH2022DT-7KE Equipment	10/19/21	6,095.03	0.00c	601.00	61.05	30.52	91.57	6,003.46	S/L	10.00
271		85-00500 Freightliner FL60 Water	7/15/11	18,540.00	0.00	4,000.00	14,540.00	0.00	14,540.00	4,000.00	S/L	4.00
272		85-00600 85 Volvo F614 Water Tru	7/15/11	1,030.00	0.00	0.00	1,030.00	0.00	1,030.00	0.00	S/L	3.00
60-Transportation Equip				1,802,810.17	0.00c	417,915.60	823,610.71	16,458.54	840,069.25	962,740.92		
*Less: Dispositions and Transfers				182,657.67	0.00	29,880.29	117,898.64	0.00	118,560.41	64,097.26		
Net 60-Transportation Equip				1,620,152.50	0.00c	388,035.31	705,712.07	16,458.54	721,508.84	898,643.66		
Group: 80-Construction Equipn												
99		38-00400 99 20 foot Tri-Axle Tag 1	3/07/11	1,253.35	0.00	0.00	1,253.35	0.00	1,253.35	0.00	S/L	5.00
112		39-001 17 Thundercreek fuel & lube	5/26/17	34,143.60	0.00	5,121.54	18,637.05	345.50	19,002.55	15,141.05	S/L	7.00
113		39-002 Thundercreek Fuel/Lube Tr	11/15/19	33,038.50	0.00	3,303.85	6,194.73	247.79	6,442.52	26,595.98	S/L	10.00
114		39-00201 Use Tax Paid	2/15/20	1,815.79	0.00	0.00	665.79	30.26	696.05	1,119.74	S/L	5.00
115		40-002 Bidwell 2450 Paver	7/25/16	21,904.29	0.00	2,190.43	19,713.86	0.00	19,713.86	2,190.43	S/L	5.00
116		40-00201 Skew Kit- Bid-well Paver	9/26/12	14,568.15	0.00	1,162.62	12,288.38	111.71	12,400.09	2,168.06	S/L	10.00
117		40-00202 Bidwell Sced Extension	2/25/16	14,949.50	0.00	2,989.90	6,876.77	99.66	6,976.43	7,973.07	S/L	10.00
118		40-00500 68FT Hydraulic Sced	4/07/10	10,000.00	0.00	1,000.00	9,000.00	0.00	9,000.00	1,000.00	S/L	7.00
119		40-00600 Hydraulic Power Pack	3/17/10	10,000.00	0.00	1,000.00	9,000.00	0.00	9,000.00	1,000.00	S/L	7.00
120		40-00700 100' Hydraulic Sced	3/17/10	10,000.00	0.00	1,000.00	9,000.00	0.00	9,000.00	1,000.00	S/L	7.00
121		40-00800 Intellucure Curing Box	5/10/12	3,831.00	0.00	0.00	3,831.00	0.00	3,831.00	0.00	S/L	5.00
122		40-00900 Concrete Cure Box	2/27/12	3,831.00	0.00	0.00	3,831.00	0.00	3,831.00	0.00	S/L	5.00
123		40-01300 One Yard Concrete Buck	3/17/10	2,200.00	0.00	220.00	1,980.00	0.00	1,980.00	220.00	S/L	5.00

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40-Office Furn & Equip (continued)											
			241,139.14	0.00c	137.50	231,964.91	3,153.77	235,118.68	6,020.46		
Group: 60-Transportation Equip											
29	20-012 21 Chev Tahoe High Count	10/13/20	83,687.24	0.00	29,290.45	12,692.59	906.61	13,599.20	70,088.04	S/L	5.00
30	20-013 21 Chev Tahoe Premier	10/20/20	64,000.00	0.00	22,400.00	9,013.34	693.33	9,706.67	54,293.33	S/L	5.00
31	20-014 21 Chev Tahoe High Count	10/30/20	74,000.00	0.00	23,900.00	10,421.66	801.67	11,223.33	62,776.67	S/L	5.00
43	22-00400 07 Chevy Silverado 1500	4/23/10	11,290.22	0.00	2,258.05	9,032.17	0.00	9,032.17	2,258.05	S/L	5.00
44	22-00501 Chevy Crew Cab Side Ba	5/11/10	343.25	0.00	0.00	343.25	0.00	343.25	0.00	S/L	5.00
45	22-00701 Truck Accessories	11/03/10	1,911.23	0.00	0.00	0.00	0.00	0.00	1,911.23	Memo	0.00
46	22-034 16 Ford F350 Crew Pickup	11/18/15	47,344.09	0.00	9,468.82	37,875.27	0.00	37,875.27	34,418.36	S/L	5.00
47	22-038 16 Ford F150	8/15/16	44,173.30	0.00	6,626.00	34,418.36	0.00	0.00	9,754.94	S/L	5.00
48	22-039 16 Ford F150	8/15/16	44,214.35	0.00	6,632.15	34,450.35	0.00	0.00	9,764.00	S/L	5.00
49	22-040 16 Ford F250 Crew	9/23/16	39,089.46	0.00	5,863.42	33,226.04	0.00	33,226.04	5,863.42	S/L	5.00
50	22-041 16 Ford F250 Crew	10/07/16	37,161.68	0.00	5,574.25	31,587.43	0.00	31,587.43	5,574.25	S/L	5.00
51	22-043 16 Ford F150 4x4 Crew Cab	12/20/16	48,911.78	0.00	18,000.00	30,396.39	515.19	30,911.58	18,000.00	S/L	5.00
52	22-04301 Weatherfield FloodMats	12/28/16	513.70	0.00	0.00	505.14	8.56	513.70	0.00	S/L	5.00
53	22-04302 Truck Customization	12/22/16	2,072.85	0.00	0.00	2,038.30	34.55	2,072.85	0.00	S/L	5.00
54	22-045 18 Ford F150 XLT 4X4 Cre	11/10/17	44,637.26	0.00	6,695.59	27,191.52	0.00	27,191.52	17,445.74	S/L	5.00
55	22-048 2018 Ford F150 4x4 Crew C	5/30/18	44,047.09	0.00	6,607.00	26,208.07	624.00	26,832.07	17,215.02	S/L	5.00
56	22-049 16 Ford F250 4X4 Crew	7/02/18	47,362.50	0.00	9,473.00	25,891.16	631.49	26,522.65	20,839.85	S/L	5.00
57	22-050 18 Ford F150 XLT Crew	8/29/18	45,807.03	0.00	9,161.00	23,819.93	610.77	24,430.70	21,376.33	S/L	5.00
58	22-051 18 Ford F150 XLT 4x4 Cre	8/29/18	45,271.20	0.00	9,054.24	23,541.01	603.62	24,144.63	21,126.57	S/L	5.00
59	22-052 18 Ford F150 4X4 Crew	9/20/18	44,996.44	0.00	8,999.00	22,798.38	599.96	23,398.34	21,598.10	S/L	5.00
60	22-053 18 Ford F150 Crew 4X4 Pic	2/01/19	46,610.85	0.00	9,322.17	21,130.26	621.48	21,751.74	24,859.11	S/L	5.00
61	22-054 19 Ford F250 4X4 Crew Blc	3/06/19	50,565.00	0.00	10,113.00	22,248.60	674.20	22,922.80	27,642.20	S/L	5.00
62	22-056 19 Ford F250 Crew Black P	3/06/19	52,861.75	0.00	10,134.43	23,259.18	704.82	23,964.00	28,897.75	S/L	5.00
63	22-056 19 Ford F250 4X4 Crew Wt	3/15/19	49,632.76	0.00	9,926.55	21,838.41	661.77	22,500.18	27,132.58	S/L	5.00
64	22-057 19 Ford F250 Crew White	5/14/19	50,772.17	0.00	10,154.43	20,985.84	676.96	21,662.80	29,109.37	S/L	5.00
65	22-058 19 Ford F150 King Ranch	6/12/19	64,324.88	0.00	16,081.20	24,121.85	804.06	24,925.91	39,398.97	S/L	5.00
66	24-00400 74 Mack R685 Fuel Trucl	7/15/11	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	S/L	5.00
67	25-002 16 Hino 338 Flatbed truck	9/06/19	32,299.90	0.00	6,460.00	11,627.95	430.67	12,058.62	20,241.28	S/L	5.00
68	25-00201 16 Hino Flatbed Truck ltr	9/10/15	2,210.67	0.00	0.00	2,210.67	0.00	2,210.67	0.00	S/L	5.00
69	26-003 15 Kenworth W900 Tractor	10/10/18	57,654.47	0.00	11,530.89	29,211.61	768.73	29,980.34	27,674.13	S/L	5.00
70	26-005 20 Peterbilt 389 Truck Trac	10/04/19	188,877.48	0.00	56,663.00	57,292.95	2,203.57	59,496.52	129,380.96	S/L	5.00
71	26-006 1993 Peterbilt 378 Tractor	4/16/21	12,000.00	0.00c	0.00	1,422.22	177.78	1,600.00	10,400.00	S/L	5.00
72	22-00100 Volvo WG64 Tandem Dn	7/15/11	3,150.00	0.00	2,000.00	3,150.00	0.00	3,150.00	2,000.00	S/L	2.00
73	31-00100 00 40' Gooseneck Trailer	5/29/09	4,938.06	0.00	1,481.42	3,456.64	0.00	3,456.64	1,481.42	S/L	7.00
74	31-00101 Trailer Deck	10/25/10	1,221.10	0.00	0.00	1,221.10	0.00	1,221.10	0.00	S/L	3.00
75	31-00300 Load Trail Gooseneck Blc	7/15/11	3,605.00	0.00	1,500.00	2,105.00	0.00	2,105.00	1,500.00	S/L	4.00
76	32-00100 48' Flat Bed Trailer	3/17/10	1,500.00	0.00	300.00	1,200.00	0.00	1,200.00	300.00	S/L	5.00
77	32-00200 02 Fontaine 4880 Extend	4/20/12	20,600.00	0.00	4,000.00	16,600.00	0.00	16,600.00	4,000.00	S/L	5.00
78	33-003 08 Fontaine 48x102-80' strei	7/31/17	23,715.00	0.00	3,557.00	12,478.74	239.98	12,718.72	10,996.28	S/L	7.00
79	33-00100 75 Hanover Dump Trailer	5/18/10	3,500.00	0.00	700.00	2,800.00	0.00	2,800.00	700.00	S/L	4.00
80	33-00200 Tandem Axle Dump Trail	8/27/12	1,700.00	0.00	0.00	1,700.00	0.00	1,700.00	0.00	S/L	5.00
81	33-003 16 16' TOPHAT DUMP TR	9/22/16	8,043.18	0.00	804.31	5,342.95	86.18	5,429.13	2,614.05	S/L	7.00
82	33-004 Big Tex 14k LP BP Dump	12/04/19	8,900.04	0.00	890.00	2,288.58	95.36	2,383.94	6,516.10	S/L	7.00
83	34-00200 HMD 44 Tag Trailer Lo	7/15/11	5,000.00	0.00	1,500.00	3,500.00	0.00	3,500.00	1,500.00	S/L	5.00

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Asset #	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: 80-Construction Equip (continued)												
173		44-019 15 Topcon PS-105 A Toboti	1/31/15	27,682.87	0.00	4,000.00	23,682.87	0.00	23,682.87	4,000.00	S/L	5.00
174		44-020 Topcon PS-105A robotic tot	1/31/15	27,682.88	0.00	4,000.00	23,682.88	0.00	23,682.88	4,000.00	S/L	5.00
175		44-021 2017 Trimble S5 5' Robotic	5/23/17	33,871.20	0.00	5,081.00	25,911.18	479.84	26,391.02	7,480.18	S/L	5.00
176		44-022 17 Trimble RTS Robotic To	11/30/17	37,074.40	0.00	0.00	14,829.76	308.95	21,935.69	15,138.71	S/L	10.00
177		44-023 19 Sokkia RC-PRA Remote	3/28/19	5,692.50	0.00	0.00	2,168.56	67.77	2,236.33	3,456.17	S/L	7.00
178		44-024 19 Sokkia ATP1 360 Pism	3/28/19	2,915.00	0.00	0.00	1,110.48	34.70	1,145.18	1,769.82	S/L	7.00
179		44-025 Sokkia GRX3 GNSS Receiv	9/10/21	31,713.00	0.00c	0.00	1,585.65	528.55	2,114.20	29,598.80	S/L	5.00
180		48-00100 Group of Wrenches, Sock	4/07/10	5,000.00	0.00	500.00	4,500.00	0.00	4,500.00	500.00	S/L	5.00
181		52-00200 13HP 30 Gal Air Compre	7/15/11	270.00	0.00	0.00	270.00	0.00	270.00	0.00	S/L	3.00
182		52-00300 Ingersoll Rand Air Compi	7/15/11	3,780.00	0.00	0.00	3,780.00	0.00	3,780.00	0.00	S/L	3.00
183		52-00500 Sullair Air Compressor	2/28/13	8,930.63	0.00	0.00	8,930.63	0.00	8,930.63	0.00	S/L	3.00
184		52-006 16 Doosan C185WKUB Air	9/08/16	19,413.91	0.00	1,941.39	15,288.48	242.67	15,531.15	3,882.76	S/L	6.00
185		52-007 16 Doosan C185WKUB Air	9/23/16	19,413.91	0.00	1,941.39	15,045.80	242.67	15,288.47	4,125.44	S/L	6.00
186		52-009 18 Doosan P185WDO Air C	10/19/18	13,758.15	0.00	1,375.82	6,363.13	171.98	6,535.11	7,223.04	S/L	6.00
187		52-010 2021 Doosan 185/HPI50W	12/08/21	28,475.70	0.00c	2,847.57	0.00	355.95	355.95	28,119.75	S/L	6.00
188		53-00200 14FT Alumacraft Jon Bo	11/02/11	917.32	0.00	0.00	917.32	0.00	917.32	0.00	S/L	5.00
189		53-00401 45x11'6" Pin Barge	6/04/18	27,500.00	0.00	6,875.00	14,437.50	343.75	14,781.25	12,718.75	S/L	5.00
190		53-00402 45x11'6" Pin Barge	6/04/18	27,500.00	0.00	6,875.00	14,437.50	343.75	14,781.25	12,718.75	S/L	5.00
191		53-00501 45x11'6" Pin Barge	6/04/18	41,250.00	0.00	10,312.50	21,656.26	515.62	22,171.88	19,078.12	S/L	5.00
192		53-00502 45x11'6" Pin Barge	6/04/18	41,250.00	0.00	10,312.50	21,656.26	515.62	22,171.88	19,078.12	S/L	5.00
193		53-00601 45x11'6" Pin Barge	6/04/18	41,250.00	0.00	10,312.50	21,656.26	515.62	22,171.88	19,078.12	S/L	5.00
194		53-00602 45x11'6" Pin Barge	6/04/18	41,250.00	0.00	10,312.50	21,656.26	515.62	22,171.88	19,078.12	S/L	5.00
195		53-007 16 Panga Marquesas Boat	7/19/19	30,000.00	0.00	6,000.00	14,000.00	0.00	14,000.00	16,000.00	S/L	3.00
196		54-001 20 MJACK MJ55 GANTR	2/17/21	352,080.00	0.00c	105,618.00	18,671.36	1,867.14	20,538.50	331,541.50	S/L	10.00
197		55-00100 Clam Bucket	6/11/10	615.00	0.00	0.00	615.00	0.00	615.00	0.00	S/L	5.00
198		58-00300 American Crawler Crane	3/17/10	45,000.00	0.00	9,000.00	36,000.00	0.00	36,000.00	9,000.00	S/L	7.00
199		58-00301 Refurb	8/12/13	29,636.81	0.00	7,409.21	22,227.60	0.00	22,227.60	7,409.21	S/L	4.00
200		58-00400 Linkbelt LS	3/17/10	15,000.00	0.00	3,000.00	12,000.00	0.00	12,000.00	3,000.00	S/L	7.00
201		58-00601 19 MB15T650E Overhaul	7/16/19	5,834.40	0.00	0.00	2,722.72	97.24	2,819.96	3,014.44	S/L	5.00
202		58-00901 75T Crane Block	7/18/16	18,714.15	0.00	4,678.54	7,485.66	116.96	7,602.62	11,111.53	S/L	5.00
203		58-00902 85 T Crane 3rd Drum	7/28/16	69,775.20	0.00	6,977.50	33,492.11	523.31	34,015.42	35,759.78	S/L	10.00
204		58-014 Kobelco 40' boom insert	8/11/17	15,950.00	0.00	1,595.00	6,220.51	119.62	6,340.13	9,609.87	S/L	10.00
205		58-015 16 Linkbelt 298HAL 250T C	12/14/18	1,183,005.00	0.00	600,000.00	226,984.84	4,858.37	231,843.21	951,161.79	S/L	10.00
206		58-01501 Catwalks-298 HSL	10/23/18	55,419.67	0.00	3,541.97	6,552.64	177.10	6,729.74	28,689.93	S/L	15.00
207		58-01502 Linkbelt 218 40' Boom St	10/01/19	5,500.00	0.00	0.00	1,191.67	45.83	1,237.50	4,262.50	S/L	10.00
208		58-016 21 Linkbelt 248HSL Crawl	12/18/20	1,494,540.00	0.00	600,000.00	81,999.50	7,454.50	89,454.00	1,405,086.00	S/L	10.00
209		58-017 20T Headache Ball	1/14/21	5,044.42	0.00c	0.00	578.00	52.55	630.55	4,413.87	S/L	8.00
210		58-018 Kobelco 75 T Block	2/19/21	6,440.51	0.00c	0.00	609.90	60.99	670.89	5,769.62	S/L	8.00
211		60-003 Grove RT-860 60T Crane	2/04/19	81,150.00	0.00	8,115.00	20,693.26	608.62	21,301.88	59,848.12	S/L	10.00
212		60-004 Grove RT-760E-4 60T RT C	4/22/19	147,826.25	0.00	14,782.63	34,369.59	1,108.70	35,478.29	112,347.96	S/L	10.00
213		66-010 13 CAT 336EL Hyd Excav	1/18/18	159,474.78	0.00	50,000.00	52,456.68	1,140.36	53,597.04	105,877.74	S/L	8.00
214		66-011 14 Volvo ECR235CL Hyd E	9/15/15	114,364.58	0.00	22,872.92	81,689.00	1,089.19	82,778.19	31,586.39	S/L	7.00
215		66-012 17 Volvo EC480EL Hyd Ex	6/06/17	393,260.83	0.00	78,652.17	202,248.41	3,745.34	205,993.75	187,267.08	S/L	7.00
216		66-013 17 Volvo EC480EL HYD E	6/21/17	382,338.55	0.00	76,467.71	192,989.92	3,641.32	196,631.24	185,707.31	S/L	7.00
217		66-015 2015 Volvo EC220EL Hyd	3/23/18	108,490.10	0.00	27,000.00	42,685.28	970.12	43,655.40	64,834.70	S/L	7.00
218		66-016 18 Volvo EC220EL Hyd	12/21/18	190,210.56	0.00	47,600.00	59,421.07	1,697.75	61,118.82	129,091.74	S/L	7.00
219		66-017 16 Takeuchi TB240R Mini	8/19/19	26,761.24	0.00	5,352.00	9,634.16	356.82	9,990.98	16,770.26	S/L	5.00
220		66-018 Takeuchi TB260R Mini Exc	11/11/19	85,703.34	0.00	17,141.00	20,405.46	816.22	21,221.68	64,481.66	S/L	7.00
221		66-01801 Solebees Moden 36-SM-I	11/15/19	7,063.31	0.00	1,313.06	1,711.98	68.48	1,780.46	5,284.85	S/L	7.00

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Group: 80-Construction Equip (continued)													
124		40-01400 One Yard Concrete Buck	3/17/10	2,200.00	0.00		220.00	1,980.00	0.00	1,980.00	220.00	S/L	5.00
125		40-01500 One Yard Concrete Buck	3/17/10	2,200.00	0.00		220.00	1,980.00	0.00	1,980.00	220.00	S/L	5.00
126		40-01600 One Yard Concrete Buck	3/17/10	2,200.00	0.00		220.00	1,980.00	0.00	1,980.00	220.00	S/L	5.00
127		40-01700 Two Yard Concrete Buck	3/17/10	3,350.00	0.00		335.00	3,015.00	0.00	3,015.00	335.00	S/L	5.00
128		40-01800 Two Yard Concrete Buck	3/17/10	3,350.00	0.00		335.00	3,015.00	0.00	3,015.00	335.00	S/L	5.00
129		40-01900 Two Yard Concrete Buck	3/17/10	3,350.00	0.00		335.00	3,015.00	0.00	3,015.00	335.00	S/L	5.00
130		40-02100 Borge Overhang Forming	10/07/11	6,353.50	0.00		1,500.00	4,853.50	0.00	4,853.50	1,500.00	S/L	10.00
131		40-02200 Bridge Overhang Forming	11/29/11	22,300.00	0.00		4,900.00	18,300.00	0.00	18,300.00	4,900.00	S/L	10.00
132		40-02300 Demo Saw & Blades	9/12/12	1,016.50	0.00		0.00	1,016.50	0.00	1,016.50	0.00	S/L	5.00
133		40-02400 Sluagart Model HHS 74 ft S	11/21/12	14,000.00	0.00		2,800.00	10,080.00	93.33	10,173.33	3,826.67	S/L	10.00
134		40-02500 Overhang Brackets	10/02/12	6,531.77	0.00		1,100.00	5,431.77	0.00	5,431.77	1,100.00	S/L	10.00
135		40-02600 36ft Concrete Power Sere	6/07/13	1,500.00	0.00		0.00	1,500.00	0.00	1,500.00	0.00	S/L	7.00
136		40-02700 Bridge Overhang Bracket	10/28/13	15,452.80	0.00		2,800.00	12,357.17	105.44	12,462.61	2,990.19	S/L	10.00
137		40-028 Intelleure Curing Box	11/03/15	4,816.35	0.00		0.00	4,816.35	0.00	4,816.35	0.00	S/L	5.00
138		40-029 16 PowerScreed Complete	10/06/16	12,436.60	0.00		1,243.66	11,192.94	0.00	11,192.94	1,243.66	S/L	5.00
139		40-030 156 Power Screed Complete	10/06/16	12,436.60	0.00		1,243.66	11,192.94	0.00	11,192.94	1,243.66	S/L	5.00
140		40-031 17 Intelleure CU59 Curing	6/30/17	3,931.89	0.00		0.00	3,473.18	65.53	3,538.71	393.18	S/L	5.00
141		40-032 17 Intelleure CU59 Curing	6/30/17	3,931.89	0.00		0.00	3,473.18	65.53	3,538.71	393.18	S/L	5.00
142		40-033 17 Garbro 454 2yd round-ga	7/24/17	5,789.30	0.00		1,157.86	2,867.06	55.14	2,922.20	2,867.10	S/L	7.00
143		40-034 17 Garbro 3yd Vertical Fron	8/08/17	13,365.00	0.00		2,673.00	6,618.85	127.29	6,746.15	6,618.85	S/L	7.00
144		40-036 18 Garbro 462G 2YD Round	2/28/18	7,903.51	0.00		1,581.00	3,387.07	75.27	3,462.34	4,441.17	S/L	7.00
145		40-037 18 Garbro 462F 2YD Rou C	9/21/18	2,750.00	0.00		1,581.00	3,387.07	75.27	3,462.34	4,441.17	S/L	7.00
146		40-038 Garbro 2CY Concrete Buck	9/21/18	2,750.00	0.00		550.00	1,393.33	36.67	1,430.00	1,320.04	S/L	5.00
147		40-039 Dayton C49 Overhang Syste	9/21/18	23,200.10	0.00		0.00	14,693.39	386.67	15,080.06	8,120.04	S/L	5.00
148		40-040 19 Intelleure Mini Curing E	7/25/19	4,148.20	0.00		0.00	3,226.37	115.23	3,341.60	806.60	S/L	3.00
149		40-040 Bid-Well 3600 Screed	2/06/19	80,000.00	0.00		80,000.00	0.00	0.00	0.00	80,000.00	S/L	5.00
150		40-041 19 Intelleure Mini Curing E	7/25/19	4,148.21	0.00		0.00	3,226.39	115.23	3,341.62	806.59	S/L	3.00
151		40-042 8 Support Brackets (SB-2) a	10/31/19	6,019.20	0.00		0.00	1,791.43	71.66	1,863.09	4,156.11	S/L	7.00
152		40-043 Curing Box 1	4/20/21	4,897.53	0.00c		0.00	967.41	120.93	1,088.34	3,809.19	S/L	3.00
153		40-044 Curing Box 2	4/20/21	4,897.54	0.00c		0.00	967.41	120.93	1,088.34	3,809.19	S/L	3.00
154		40-045 KCM Overhang Brackets	6/21/21	39,395.00	0.00c		0.00	967.41	120.93	1,088.34	3,809.20	S/L	3.00
155		40-047 SHUGART HYD SCREED	9/24/21	37,695.00	0.00c		0.00	3,376.71	562.79	3,939.50	35,453.50	S/L	5.00
156		40-049 2021 Genesis GMP90 Demc	12/30/21	65,857.00	0.00c		5,654.25	858.23	286.08	1,144.31	36,550.69	S/L	7.00
157		41-00100 Beam Tong	4/07/10	1,000.00	0.00		100.00	900.00	0.00	900.00	65,857.00	S/L	10.00
158		41-00200 40' Endless Slings 90K LI	2/25/13	4,278.20	0.00		0.00	4,278.20	0.00	4,278.20	0.00	S/L	5.00
159		42-00200 100 GAL Diesel Tank	4/07/10	200.00	0.00		40.00	160.00	0.00	160.00	40.00	S/L	5.00
160		42-00300 500 GAL Diesel Tank	4/07/10	600.00	0.00		120.00	480.00	0.00	480.00	120.00	S/L	5.00
161		42-00400 1100 Gallon Fuel Tank	7/15/11	1,080.00	0.00		500.00	580.00	0.00	580.00	500.00	S/L	5.00
162		43-001 Ideco HP04000 Breaker	9/15/15	25,562.50	0.00		1,278.00	24,284.50	0.00	24,284.50	1,278.00	S/L	5.00
163		44-00100 South Survey Total Statio	5/08/09	4,532.15	0.00		906.43	3,625.72	0.00	3,625.72	906.43	S/L	5.00
164		44-00200 Engineer Total Statio	4/07/10	3,250.00	0.00		325.00	2,925.00	0.00	2,925.00	325.00	S/L	5.00
165		44-00300 Equipment Upgrade	4/07/10	250.00	0.00		0.00	250.00	0.00	250.00	0.00	S/L	5.00
166		44-00400 223 Engineer Total Statio	4/07/10	3,500.00	0.00		350.00	3,150.00	0.00	3,150.00	350.00	S/L	5.00
167		44-00500 Ranger Engineer 300X	4/07/10	2,000.00	0.00		1,800.00	200.00	0.00	1,800.00	200.00	S/L	5.00
168		44-01300 Sokka Set 600 Total Statio	5/26/11	2,436.50	0.00		243.65	2,192.85	0.00	2,192.85	243.65	S/L	5.00
169		44-01600 Pipe Lasers	10/08/11	2,456.30	0.00		245.63	2,210.67	0.00	2,210.67	245.63	S/L	5.00
170		44-01700 Pipe Laser 6770	12/15/11	3,500.00	0.00		0.00	3,500.00	0.00	3,500.00	0.00	S/L	5.00
171		44-01800 Topcon Model RL-H4C I	11/02/12	895.00	0.00		0.00	895.00	0.00	895.00	0.00	S/L	5.00

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Group: 80-Construction Equipn (continued)												
274		86-00100 Lincoln Ranger 305 D	5/05/09	7,598.79	0.00	760.00	6,838.79	0.00	6,838.79	760.00	S/L	6.00
275		86-00200 Lincoln Ranger 305 D	5/05/09	7,598.79	0.00	760.00	6,838.79	0.00	6,838.79	760.00	S/L	6.00
276		86-00300 Lincoln Ranger Welder	3/23/10	2,500.00	0.00	250.00	2,250.00	0.00	2,250.00	250.00	S/L	5.00
277		86-00500 Trailblazer 55G	4/07/10	500.00	0.00	100.00	400.00	0.00	400.00	100.00	S/L	5.00
278		86-00600 Welder	4/07/10	500.00	0.00	100.00	400.00	0.00	400.00	100.00	S/L	5.00
279		86-00700 Commander 500-Welder	4/07/10	2,000.00	0.00	400.00	1,600.00	0.00	1,600.00	400.00	S/L	5.00
280		86-00800 11 Lincoln 305D Welder	3/10/11	7,695.00	0.00	769.50	6,925.50	0.00	6,925.50	769.50	S/L	5.00
281		86-00801 Welder Taxes	4/18/11	615.60	0.00	0.00	615.60	0.00	615.60	0.00	S/L	5.00
282		86-01000 Ranger GXT 23 HP Weld	7/15/11	540.00	0.00	0.00	540.00	0.00	540.00	0.00	S/L	3.00
283		86-01100 Miller 250 Bobcat Arc W.	10/31/11	4,082.00	0.00	0.00	4,082.00	0.00	4,082.00	0.00	S/L	3.00
284		86-01200 Ranger 250GXT Welder	2/10/12	5,251.19	0.00	0.00	5,251.19	0.00	5,251.19	0.00	S/L	3.00
285		86-01300 Lincoln Welder	8/02/12	2,819.34	0.00	0.00	2,819.34	0.00	2,819.34	0.00	S/L	3.00
286		86-01400 Ranger 250 GXT	10/11/12	5,965.17	0.00	0.00	5,965.17	0.00	5,965.17	0.00	S/L	3.00
287		86-01500 Miller Trailblazer 325 w/	6/16/14	5,434.00	0.00	0.00	5,434.00	0.00	5,434.00	0.00	S/L	3.00
288		86-01600 Miller Trailblazer 325 w/	6/16/14	5,434.00	0.00	0.00	5,434.00	0.00	5,434.00	0.00	S/L	3.00
289		86-01700 Miller Bobcat 250 Welder	11/30/15	4,835.27	0.00	483.53	4,351.74	0.00	4,351.74	483.53	S/L	4.00
290		86-018 16 Miller Trailblazer 325 I	9/27/16	10,987.35	0.00	0.00	10,987.35	0.00	10,987.35	0.00	S/L	3.00
291		86-019 16 Lincoln Ranger 305E W	10/15/16	10,118.64	0.00	0.00	10,118.64	0.00	10,118.64	0.00	S/L	3.00
292		86-020 16 Miller Trailblazer 355 Di	10/13/16	10,838.85	0.00	0.00	10,838.85	0.00	10,838.85	0.00	S/L	3.00
293		86-021 16 Miller Trailblazer 255 Di	10/13/16	10,838.85	0.00	0.00	10,838.85	0.00	10,838.85	0.00	S/L	3.00
294		86-022 16 Miller 355 Dies Welder	10/13/16	10,838.85	0.00	0.00	10,838.85	0.00	10,838.85	0.00	S/L	3.00
295		86-023 Lincoln 205D Diesel Welder	1/20/17	4,195.62	0.00	0.00	4,195.62	0.00	4,195.62	0.00	S/L	3.00
296		86-024 Miller Bobcat 250 DIES W	5/15/17	3,675.00	0.00	0.00	3,675.00	0.00	3,675.00	0.00	S/L	3.00
297		86-025 Lincoln Ranger 225 (Kohler	11/02/18	4,134.20	0.00	0.00	4,134.20	0.00	4,134.20	0.00	S/L	4.00
298		86-026 18 Miller XMT450 CC?CV	12/03/18	4,417.34	0.00	0.00	4,417.34	0.00	4,417.34	0.00	S/L	4.00
299		86-027 Miller LP Welder	10/29/19	3,281.78	0.00	0.00	3,281.78	0.00	3,281.78	0.00	S/L	4.00
300		86-028 Miller Bobcat 250 Kohler W	12/19/19	5,173.45	0.00	0.00	5,173.45	0.00	5,173.45	0.00	S/L	4.00
301		86-029 Miller Bobcat 250 Kohler W	12/19/19	5,173.45	0.00	0.00	5,173.45	0.00	5,173.45	0.00	S/L	4.00
302		86-030 20 Miller Bobcat 250 Kohle	2/19/20	5,173.45	0.00	0.00	5,173.45	0.00	5,173.45	0.00	S/L	4.00
303		86-031 Miller Bobcat 250 Kohler W	2/19/20	5,173.45	0.00	0.00	5,173.45	0.00	5,173.45	0.00	S/L	4.00
304		86-032 Miller Bobcat 260 GFCI W	2/18/21	5,430.25	0.00c	0.00	5,430.25	0.00c	5,430.25	0.00c	S/L	4.00
305		86-033 Miller Bobcat 260 Welder	10/01/21	6,487.08	0.00c	0.00	6,487.08	0.00c	6,487.08	0.00c	S/L	4.00
306		86-034 21 Miller Bobcat 260 Welder	10/04/21	6,491.69	0.00c	0.00	6,491.69	0.00c	6,491.69	0.00c	S/L	5.00
307		86-035 21 Miller Bobcat 260 kohler	10/08/21	6,421.25	0.00c	0.00	6,421.25	0.00c	6,421.25	0.00c	S/L	5.00
308		87-00100 APE Diesel Hammer	3/17/10	34,756.53	0.00	6,951.31	27,805.22	0.00	27,805.22	6,951.31	S/L	5.00
309		87-00200 APE Diesel Hammer	3/17/10	37,426.20	0.00	7,485.24	29,940.96	0.00	29,940.96	7,485.24	S/L	7.00
310		87-00300 APE Pile Driver w/Leads	3/04/11	11,000.00	0.00	2,200.00	8,800.00	0.00	8,800.00	2,200.00	S/L	7.00
311		87-00400 14" Pile Hammer Box Ins	4/07/10	1,500.00	0.00	150.00	1,350.00	0.00	1,350.00	150.00	S/L	5.00
312		87-00500 E-Saximeter	3/17/10	1,500.00	0.00	150.00	1,350.00	0.00	1,350.00	150.00	S/L	5.00
313		87-00600 E-Saximeter	3/17/10	1,500.00	0.00	150.00	1,350.00	0.00	1,350.00	150.00	S/L	5.00
314		87-00700 E-Saximeter	3/17/10	1,500.00	0.00	150.00	1,350.00	0.00	1,350.00	150.00	S/L	5.00
315		87-00900 95 ICE Pile Leads	5/23/13	298,476.06	0.00	50,000.00	248,476.06	0.00	248,476.06	50,000.00	S/L	7.00
316		87-011 16 APE Pile Leads	6/01/16	32,824.00	0.00	3,000.00	29,824.00	0.00	29,824.00	3,000.00	S/L	10.00
317		87-012 16 APE APLER26 100' LEA	5/13/16	72,214.16	0.00	12,000.00	60,214.16	0.00	60,214.16	12,000.00	S/L	10.00
318		87-013 16 PileCo D-19 Hammer/Le	10/14/16	68,420.00	0.00	11,000.00	57,420.00	0.00	57,420.00	11,000.00	S/L	10.00
319		87-014 16 APE D19-52 Dies Hamr	10/20/16	15,060.00	0.00	3,000.00	12,060.00	0.00	12,060.00	3,000.00	S/L	3.00
320		87-015 APE D36-26 DIES HAMM	3/17/17	11,550.00	0.00	1,155.00	10,395.00	0.00	10,395.00	1,155.00	S/L	5.00
321		87-01501 Conversion to D30/42 Ha	11/17/18	12,000.00	0.00	2,400.00	9,600.00	0.00	9,600.00	2,400.00	S/L	4.00
322		87-016 216" PILE HAMMER LEA	3/17/17	12,000.00	0.00	2,400.00	9,600.00	0.00	9,600.00	2,400.00	S/L	4.00

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Asset	d	Property Description	Date In Service	Book Cost	Book Sec	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: 80-Construction Equip (continued)													
222		66-019 Tag 42-1 40HDSK210 Buck	7/30/20	3,835.70	0.00		0.00	730.62	45.66	776.28	3,059.42	S/L	7.00
223		66-020 20 DS4 Excavator Saw 48"	11/1/20	26,760.00	0.00		0.00	5,798.00	446.00	6,244.00	20,516.00	S/L	5.00
224		66-021 21 Volvo EC200EL Crawler	12/15/20	167,787.94	0.00		42,000.00	17,969.71	1,497.48	19,467.19	148,320.75	S/L	7.00
225		66-022 Takenchi TB2150 Excavator	12/10/21	145,782.24	0.00c		30,774.00	0.00	1,369.15	1,369.15	144,413.09	S/L	7.00
226		67-00100 Kohm Tiller	3/17/10	2,000.00	0.00		200.00	1,800.00	0.00	1,800.00	200.00	S/L	7.00
227		70-00201 1.5 Cubic Yard Bucket A	6/18/12	3,161.40	0.00		474.21	2,687.19	0.00	2,687.19	474.21	S/L	7.00
228		70-00300 Lull 1044C-54 Forklift	10/08/13	70,895.00	0.00		14,179.00	46,318.07	472.63	46,790.70	24,104.30	S/L	10.00
229	d	70-004 05 Lull 1044C-54 Forklift	6/22/15	56,787.50	0.00		14,171.63	42,615.87	0.00	42,615.87	14,171.63	S/L	4.00
230		70-006 10 Lull 1044C-54 Forklift H	3/06/17	51,309.38	0.00		12,827.35	38,482.03	0.00	38,482.03	12,827.35	S/L	4.00
231		70-007 Hyster S70FT Forklift	11/08/18	13,557.63	0.00		1,355.76	4,702.80	127.10	4,829.90	8,727.73	S/L	8.00
232		70-008 Hyster S80FT Forklift	11/08/18	14,870.50	0.00		1,487.05	5,138.20	139.41	5,297.61	9,572.89	S/L	8.00
233		70-010 JLG 1055 Hi-Reach Forklift	7/26/21	92,305.50	0.00c		23,076.38	6,009.48	1,201.89	7,211.37	85,094.13	S/L	4.00
234		71-00100 100' Forms & Transitions	2/17/11	38,339.65	0.00		0.00	38,339.65	0.00	38,339.65	0.00	S/L	10.00
235		71-00200 1 Lot of 48" Square Colu	4/30/12	22,718.59	0.00		4,543.72	14,514.63	126.21	14,640.84	8,077.75	S/L	12.00
236		71-00300 1 Lot of 48" Round Colu	4/30/12	26,859.00	0.00		5,371.80	17,139.91	149.22	17,309.13	9,549.87	S/L	12.00
237		71-00301 Bolts, Washers, Pins	10/31/12	1,577.91	0.00		0.00	1,194.37	10.96	1,205.33	372.58	S/L	12.00
238		71-00400 3 Sets of Cat Bottom Jack	8/31/12	5,974.62	0.00		597.46	4,973.91	44.81	5,018.72	955.90	S/L	10.00
239		71-00500 4K Plate Girder	6/17/13	9,072.10	0.00		0.00	6,363.08	63.00	6,426.08	2,646.02	S/L	12.00
240		71-006 EFCO Rud Clim Firms 4FT	1/20/17	3,030.17	0.00		0.00	2,440.97	42.09	2,483.06	547.11	S/L	6.00
241		71-007 4FTX2FT RND CLMN FR	1/20/17	3,030.17	0.00		0.00	2,440.97	42.09	2,483.06	547.11	S/L	6.00
242		71-008 7FTX2FT RND CLMN FR	1/20/17	3,030.17	0.00		0.00	2,440.97	42.09	2,483.06	547.11	S/L	6.00
243		71-009 7FTX20FT RND CLMN FR	1/20/17	3,030.17	0.00		0.00	2,440.97	42.09	2,483.06	547.11	S/L	6.00
244		71-010 7FTX24FT RND CLMN FR	1/20/17	3,030.17	0.00		0.00	2,440.97	42.09	2,483.06	547.11	S/L	6.00
245		71-012 MI710 Bridge 25 caps	7/31/17	2,217.60	0.00		221.76	864.85	16.63	881.48	1,336.12	S/L	10.00
246		71-013 MI710 Bridge 25 Footing &	7/31/17	118,977.38	0.00		11,897.74	46,401.16	892.33	47,293.49	71,683.89	S/L	10.00
247		71-014 MI710 Br 29-30 Footing Fo	7/31/17	63,726.82	0.00		6,372.68	24,833.45	477.95	25,331.40	38,395.42	S/L	10.00
248		71-015 60" Column forms	7/31/17	20,900.00	0.00		2,090.00	8,151.00	156.75	8,307.75	12,592.25	S/L	10.00
249		71-016 MI710 Bridge 25 Cap Form	8/31/17	5,536.94	0.00		553.69	2,117.90	41.53	2,159.43	3,377.51	S/L	10.00
250		71-017 EFCO Strut Forms	7/31/18	6,817.82	0.00		682.00	4,090.54	102.26	4,192.80	2,625.02	S/L	5.00
251		71-018 Column Forms	2/06/19	2,500.00	0.00		0.00	1,011.90	29.76	1,041.66	1,458.34	S/L	7.00
252		71-019 Overhaul Jacks	2/26/19	10,320.00	0.00		0.00	3,547.50	107.50	3,655.00	6,665.00	S/L	8.00
253		71-020 200 Bridge Overhaul Jacks	9/20/21	21,010.00	0.00c		0.00	562.77	187.59	750.36	20,259.64	S/L	7.00
254		71-021 400 Bridge Overhaul Jacks	9/20/21	43,054.00	0.00c		0.00	1,153.23	384.41	1,537.64	41,516.36	S/L	7.00
255		71-022 Lull Curb Back Forms	11/04/21	56,910.00	0.00		0.00	474.25	474.25	948.50	55,961.50	S/L	10.00
257		74-00100 Honda 3000 Generator	12/14/12	2,749.09	0.00		0.00	2,749.09	0.00	2,749.09	0.00	S/L	7.00
258		78-001 16 Takenchi TL10CHP Trac	9/23/16	64,516.58	0.00		13,000.00	26,616.91	429.30	27,046.21	37,470.37	S/L	10.00
259	d	78-002 Takenchi TL12R2CRHR Sk	12/20/20	93,264.02	0.00		15,000.00	4,565.40	0.00	4,565.40	88,698.62	S/L	8.00
260		79-003 21 Komatsu WA320-8 Whe	12/27/21	68,347.79	0.00c		15,000.00	0.00	0.00	0.00	68,347.79	S/L	8.00
262		79-004 21 Volvo L90H Wheel Load	12/23/20	184,095.50	0.00		46,023.75	15,820.67	1,438.24	17,258.91	166,836.09	S/L	8.00
263		82-00101 GPS for Cat Motor Grade	9/20/11	972.00	0.00		0.00	972.00	0.00	972.00	195,753.27	S/L	3.00
264		83-001 28X24 Slide-Rail Shoring S	8/30/17	81,672.40	0.00		8,167.24	31,229.71	612.54	31,852.25	49,820.15	S/L	10.00
265		83-002 28X24 Slide-Rail Shoring S	8/30/17	81,672.40	0.00		8,167.24	31,229.71	612.54	31,852.25	49,820.15	S/L	10.00
266		84-00100 4000 LB Bridge Overhaul	2/18/11	13,850.00	0.00		1,385.00	12,465.00	0.00	12,465.00	1,385.00	S/L	10.00
267		84-002 Stripping Bucket	9/21/18	11,000.00	0.00		1,000.00	3,135.00	82.50	3,217.50	7,782.50	S/L	10.00
268		85-00100 Water Clarifier Tank	7/01/11	1,733.33	0.00		260.00	1,473.33	0.00	1,473.33	260.00	S/L	7.00
269		85-00200 Water Clarifier Tank	7/01/11	1,733.33	0.00		260.00	1,473.33	0.00	1,473.33	260.00	S/L	7.00
270		85-00300 Water Tank	7/01/11	1,733.34	0.00		260.00	1,473.34	0.00	1,473.34	260.00	S/L	7.00
273		85-00700 Wylie & Sons Sprayer	9/01/11	3,025.00	0.00		453.75	2,571.25	0.00	2,571.25	453.75	S/L	7.00

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Asset #	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: 80-Construction Equip (continued)											
372	99-00600 KL12000 Automatic 6"-9	2/14/13	4,255.00	0.00	395.00	3,870.00	0.00	3,870.00	395.00	S/L	7.00
373	99-007 Honda TP217000 Diesel Po	3/19/14	2,553.94	0.00	0.00	2,553.94	0.00	2,553.94	0.00	S/L	3.00
374	99-008 Honda TP8000 Gas Generat	3/19/14	1,451.52	0.00	0.00	1,451.52	0.00	1,451.52	0.00	S/L	3.00
375	99-00900 ICS 16" gas GC w/ twin n	6/13/14	3,074.51	0.00	0.00	3,074.51	0.00	3,074.51	0.00	S/L	4.00
376	99-01000 Honda 3000 watt inverter g	6/20/14	2,600.63	0.00	0.00	2,600.63	0.00	2,600.63	0.00	S/L	3.00
377	99-01100 Piano Box	6/20/14	2,160.22	0.00	0.00	2,160.22	0.00	2,160.22	0.00	S/L	5.00
378	99-01200 4-28" x24" aluminum pick	6/20/14	4,993.20	0.00	0.00	4,993.20	0.00	4,993.20	0.00	S/L	5.00
379	99-01300 6-24"x32" aluminum pick l	6/23/14	8,708.54	0.00	0.00	8,708.54	0.00	8,708.54	0.00	S/L	5.00
380	99-01400 2-24"x28" aluminum pick l	6/23/14	2,277.59	0.00	0.00	2,277.59	0.00	2,277.59	0.00	S/L	5.00
381	99-015 14 Doosan LS60HZ Lightn	3/31/15	5,936.13	0.00	890.40	5,045.73	0.00	5,045.73	890.40	S/L	5.00
382	99-016 14 Doosan LS-60HZ Lightn	3/31/15	6,063.10	0.00	909.45	5,153.65	0.00	5,153.65	909.45	S/L	5.00
383	99-017 14 Doosan LSC-60HZ Lightn	6/13/15	3,799.32	0.00	569.90	3,229.42	0.00	3,229.42	569.90	S/L	5.00
384	99-018 14 Doosan LSC-60HZ Lightn	6/13/15	3,836.60	0.00	575.49	3,261.11	0.00	3,261.11	575.49	S/L	5.00
385	99-020 150 16 Hillman 75T Bridge	10/29/15	23,001.18	0.00	0.00	13,992.39	191.68	14,184.07	8,817.11	S/L	10.00
386	99-021 17 Spantree 12"x4"x24" Hand	11/14/15	15,045.00	0.00	0.00	15,045.00	0.00	15,045.00	0.00	S/L	3.00
387	99-022 15 Spantree 12"x42" Weed Ct	12/17/15	17,400.00	0.00	0.00	17,400.00	0.00	17,400.00	0.00	S/L	3.00
388	99-023 16 Star Ind 1160B Bar Tren	10/17/16	3,401.20	0.00	0.00	2,469.94	40.49	2,510.43	890.77	S/L	7.00
389	99-024 40x5' Crane Bridge Mats	1/20/17	4,661.80	0.00	0.00	3,379.81	58.27	3,438.08	1,223.72	S/L	6.00
390	99-025 17 ICE Beam Stand 28/44	6/29/17	4,850.00	0.00	0.00	3,060.13	57.74	3,117.87	1,732.13	S/L	7.00
391	99-026 30' Steel Crane Mat	7/01/17	3,531.72	0.00	353.17	2,005.52	37.84	2,043.36	1,488.36	S/L	7.00
392	99-027 30' Steel Crane Mat	7/01/17	3,531.72	0.00	353.17	2,005.52	37.84	2,043.36	1,488.36	S/L	7.00
393	99-028 30' Steel Crane Mat	7/01/17	3,531.72	0.00	353.17	2,005.52	37.84	2,043.36	1,488.36	S/L	7.00
394	99-029 30' Steel Crane Mat	7/01/17	3,531.72	0.00	353.17	2,005.52	37.84	2,043.36	1,488.36	S/L	7.00
395	99-030 30' Steel Crane Mat	7/01/17	3,531.71	0.00	353.17	2,005.52	37.84	2,043.36	1,488.35	S/L	7.00
396	99-031 30' Steel Crane Mat	7/01/17	3,531.71	0.00	353.17	2,005.52	37.84	2,043.36	1,488.35	S/L	7.00
397	99-032 30' Steel Crane Mat	7/01/17	3,531.71	0.00	353.17	2,005.52	37.84	2,043.36	1,488.35	S/L	7.00
398	99-033 40' Steel Crane Mat	7/01/17	3,531.71	0.00	353.17	2,005.52	37.84	2,043.36	1,488.35	S/L	7.00
399	99-034 40' Steel Crane Mat	7/01/17	4,708.80	0.00	353.17	2,005.52	37.84	2,043.36	1,488.35	S/L	7.00
400	99-035 40' Steel Crane Mat	7/01/17	4,708.80	0.00	353.17	2,005.52	37.84	2,043.36	1,488.35	S/L	7.00
401	99-036 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
402	99-037 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
403	99-038 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
404	99-039 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
405	99-040 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
406	99-041 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
407	99-042 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
408	99-043 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
409	99-044 40' Steel Crane Mat	7/01/17	4,708.80	0.00	470.88	2,673.94	50.45	2,724.39	1,984.41	S/L	7.00
410	99-045 80' Work Bridge	2/06/19	20,000.00	0.00	0.00	7,083.34	208.33	7,291.67	12,708.33	S/L	8.00
411	99-048 94.5 Rascal Pro 4.5" Drag	11/04/19	2,900.00	0.00	0.00	2,013.89	80.56	2,094.45	805.55	S/L	3.00
412	99-049 Doosan LSWKUB-60HZ-T	12/13/19	9,082.50	0.00	1,362.00	3,088.20	128.68	3,216.88	5,865.62	S/L	5.00
413	99-050 Doosan LSWKUB-60HZ-T	12/13/19	9,082.50	0.00	1,362.00	3,088.20	128.68	3,216.88	5,865.62	S/L	5.00
414	99-051 - Equipment Service Station	8/04/20	4,927.50	0.00	0.00	1,642.50	102.66	1,745.16	3,182.34	S/L	4.00
415	99-052 NorthStar Trailer-Mounted J	8/03/20	8,639.99	0.00	0.00	2,880.00	180.00	3,060.00	5,579.99	S/L	4.00
416	99-053 Kenco Slab Crab EX400-1	1/20/21	16,497.85	0.00c	0.00	1,732.85	157.53	1,890.38	14,607.47	S/L	8.00
417	99-054 TRULOOK JOB WEBCAM	6/17/21	7,651.80	0.00c	0.00	1,093.11	182.19	1,275.30	6,376.50	S/L	3.00
80-Construction Equip											
			10,311,118.73	0.00c	2,541,635.21	3,409,890.07	66,636.56	3,476,526.63	6,834,592.10		

MCINNIS MCINNIS CONSTRUCTION, LLC
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Asset	Property Description	Date In Service	Book Cost	Book Sec	Book Sal	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: 80-Construction Equip (continued)											
323	87-017 17 Berninghammer L20 Lr	12/04/17	265,471.64	0.00	45,000.00	175,578.57	3,674.53	179,253.10	86,218.54	S/L	5.00
324	87-018 Load Test Beam	8/22/17	3,424.00	0.00	342.40	1,309.68	25.68	1,335.36	2,088.64	S/L	10.00
325	87-019 APB Drive Cap-26 and Strik	10/22/18	5,486.00	0.00	0.00	2,416.44	65.31	2,481.75	3,004.25	S/L	7.00
326	87-021 18 D19-42 w/ Leads	12/20/18	85,488.00	0.00	13,700.00	20,938.17	598.23	21,536.40	63,951.60	S/L	10.00
327	87-022 D25-35 Diesel Hammer w/Leads	2/06/19	30,000.00	0.00	3,000.00	7,650.00	225.00	7,875.00	22,125.00	S/L	10.00
328	87-023 Concrete Pile Template	2/06/19	7,500.00	0.00	750.00	3,825.00	112.50	3,937.50	3,562.50	S/L	5.00
329	87-024 Load Test Jack and Load Te	2/06/19	8,500.00	0.00	0.00	3,010.42	88.54	3,098.96	5,401.04	S/L	8.00
330	88-001000 Hydraulic Load Jack w/	4/07/10	4,000.00	0.00	400.00	3,600.00	0.00	3,600.00	400.00	S/L	5.00
331	88-002 21 Bitgr Jacking System (v	10/31/21	23,534.25	0.00c	0.00	373.56	186.78	560.34	22,973.91	S/L	7.00
332	89-00100 J&M V416 Vintory Har	2/22/10	40,500.00	0.00	4,050.00	36,450.00	0.00	36,450.00	4,050.00	S/L	10.00
333	89-00101 ReTurb Hoses and Hydran	2/15/13	15,201.68	0.00	0.00	15,201.68	0.00	15,201.68	0.00	S/L	3.00
334	89-00200 J&M 335 Power Unit	2/22/10	42,500.00	0.00	4,250.00	38,250.00	0.00	38,250.00	4,250.00	S/L	10.00
335	89-00300 J&M 126B Universal Cla	2/22/10	7,000.00	0.00	700.00	6,300.00	0.00	6,300.00	700.00	S/L	10.00
336	89-004 17 ICE 44B VIBRO	5/23/17	173,075.00	0.00	34,615.00	62,307.00	1,153.83	63,460.83	109,614.17	S/L	10.00
337	89-00401 6' Beam w/ mounting har	6/26/20	28,411.70	0.00	0.00	5,749.99	338.23	6,088.22	22,323.48	S/L	7.00
338	89-005 21 Hercules SP100 Pile Driv	12/20/21	244,911.66	0.00c	48,982.33	0.00	0.00	0.00	244,911.66	S/L	10.00
339	90-00100 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
340	90-00200 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
341	90-00300 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
342	90-00400 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
343	90-00500 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
344	90-00600 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
345	90-00700 8X20 Tool Houses	4/07/10	850.00	0.00	170.00	680.00	0.00	680.00	170.00	S/L	5.00
346	90-00800 20 foot Container/Office	3/04/11	3,850.00	0.00	385.00	3,465.00	0.00	3,465.00	385.00	S/L	5.00
347	90-00900 8X20 Storage Container	4/05/11	2,365.00	0.00	236.50	2,128.50	0.00	2,128.50	236.50	S/L	5.00
348	90-01000 8X20 Storage Container	4/05/11	2,365.00	0.00	236.50	2,128.50	0.00	2,128.50	236.50	S/L	5.00
349	90-011 20' Container-Wind & Waic	12/14/21	3,672.00	0.00c	0.00	0.00	43.71	43.71	3,628.29	S/L	7.00
350	90-011 20' Container-Wind & Waic	12/14/21	3,672.00	0.00c	0.00	0.00	43.71	43.71	3,628.29	S/L	7.00
351	91-00100 Model 1040 Office Traile	7/15/11	2,700.00	0.00	1,000.00	1,700.00	0.00	1,700.00	1,000.00	S/L	5.00
352	91-00200 Model 1040 Office Traile	7/15/11	4,000.00	0.00	800.00	3,200.00	0.00	3,200.00	800.00	S/L	5.00
353	92-00100 Solar Message Board	4/07/10	4,000.00	0.00	800.00	3,200.00	0.00	3,200.00	800.00	S/L	5.00
354	92-00200 Solar Message Board	4/07/10	4,000.00	0.00	800.00	3,200.00	0.00	3,200.00	800.00	S/L	5.00
355	92-00201 ReTurb-Entire Unit	7/02/13	4,057.00	0.00	0.00	4,057.00	0.00	4,057.00	0.00	S/L	3.00
356	92-00300 Attenuator	4/07/10	1,250.00	0.00	125.00	1,125.00	0.00	1,125.00	125.00	S/L	5.00
357	92-00400 Attenuator	4/07/10	1,250.00	0.00	125.00	1,125.00	0.00	1,125.00	125.00	S/L	5.00
358	92-00500 Solar Assisted Arrow Boe	7/15/11	2,700.00	0.00	500.00	2,200.00	0.00	2,200.00	500.00	S/L	3.00
359	92-00600 Solar Assisted Arrow Boe	7/15/11	2,700.00	0.00	500.00	2,200.00	0.00	2,200.00	500.00	S/L	3.00
360	92-00700 15 WANC SOLAR AR	12/14/15	4,998.75	0.00	999.75	3,999.00	47.61	4,046.61	1,523.40	S/L	7.00
361	95-00100 John Deere Gator UTV	7/15/11	8,240.00	0.00	4,000.00	4,240.00	0.00	4,240.00	4,000.00	S/L	3.00
362	95-002 19 Club Car LSV	11/15/19	12,406.00	0.00	0.00	5,169.16	206.77	5,375.93	4,000.00	S/L	3.00
363	95-003 18 Honda TRX500FA6LJ	11/02/19	8,200.00	0.00	0.00	3,416.66	136.67	3,553.33	4,646.67	S/L	5.00
364	98-00100 Honda 3 inch Trash Pump	3/09/11	1,977.94	0.00	0.00	1,977.94	0.00	1,977.94	0.00	S/L	7.00
365	98-00200 Honda 3 inch Trash Pump	3/09/11	1,977.94	0.00	0.00	1,977.94	0.00	1,977.94	0.00	S/L	7.00
366	98-00400 6 inch Water Pump Head	9/01/11	8,336.52	0.00	0.00	8,336.52	0.00	8,336.52	0.00	S/L	7.00
367	99-00100 Temp Work Bridge 20' Se	6/30/11	17,843.65	0.00	1,784.36	16,059.29	0.00	16,059.29	1,784.36	S/L	8.00
368	99-00200 Temp Work Bridge 20' Se	6/30/11	17,843.65	0.00	1,784.36	16,059.29	0.00	16,059.29	1,784.36	S/L	8.00
369	99-00300 Temp Work Bridge 20' Se	6/30/11	17,843.64	0.00	1,784.36	16,059.28	0.00	16,059.28	1,784.36	S/L	8.00
370	99-00400 Temp Work Bridge 20' Se	6/30/11	25,782.72	0.00	2,578.27	23,204.45	0.00	23,204.45	2,578.27	S/L	8.00
371	99-00500 4X12X20 MATS	1/31/12	4,929.60	0.00	0.00	4,929.60	0.00	4,929.60	0.00	S/L	2.00

MCINNIS MCINNIS CONSTRUCTION, LLC
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Asset	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: 80-Construction Equip (continued)											
+Less: Dispositions and Transfers			231,360.90	0.00	47,998.98	99,663.30	0.00	99,663.30	131,697.60		
Net 80-Construction Equip			10,079,757.83	0.00c	2,493,636.23	3,310,226.77	66,636.56	3,376,863.33	6,702,894.50		
Grand Total			12,736,956.52	0.00c	2,959,688.31	4,557,624.62	87,612.57	4,645,237.19	8,091,719.33		
Less: Dispositions and Transfers			414,018.57	0.00	77,879.27	217,561.94	0.00	218,223.71	195,794.86		
Net Grand Total			12,322,937.95	0.00c	2,881,809.04	4,340,062.68	87,612.57	4,427,013.48	7,895,924.47		

**STATEMENT
OF
CONTRACTORS QUALIFICATIONS**
(Available as Fillable Document)

Date: 8/17/2022

Company Name: Miller & Miller, Inc.
Address: 2106 Miller Ferry Way SW
City / State / Zip: Huntsville AL 35801-5362
Phone Number: 256-882-6200
Contact Person: Mark Seeley

Company is:
Sole Proprietorship ☐ Corporation ☒ Partnership ☐

INFORMATION ON PRINCIPALS:

Name	Title
Mark E. Miller	President/Treasurer
Mark O. Seeley	Secretary

Company: Miller & Miller, Inc.

Date: 8/17/2022

PROPOSED SUPERINTENDENT INFORMATION:

<u>Name</u>	<u>Years with Firm</u>	<u>Years in Construction</u>	<u>Years as a Superintendent</u>
Steve Quick	20	30+	20

PROPOSED FOREMAN INFORMATION:

<u>Name</u>	<u>Years with Firm</u>	<u>Years in Construction</u>	<u>Years as a Foreman</u>
Donnie Malone	15+	32+	13+
Roger Maples	10	32	10

Company: Miller & Miller, Inc.

Date: 8/17/2022

MAJOR EQUIPMENT AVAILABLE:

<u>Type of Equipment</u>	<u>Model</u>	<u>Number of Units</u>
Kobelco 160-ton Crawler Crane	CK1600G	1
Kobelco 110-ton Crawler Crane	CK1100G	1
Link-Belt 110-ton Crawler Crane	218 HSL	1
Bidwell Paver	3600	2
MEVA Formwork		

Company: Miller & Miller, Inc.

Date: 8/17/2022

INSURANCE:

Insurance Capabilities: (Maximum)
 Insurance Company: Cincinnati Insurance Co.
 Contact Person: Russ Huston Telephone No.: 423-648-9839

Bonding Capabilities: (Maximum)
 Bonding Company: Fidelity & Deposit Co of Maryland
 Contact Person: Tom Gentile Telephone No.: 334-386-3431

**LIST AT LEAST FOUR (4) PROJECTS COMPLETED BY YOUR FIRM IN
 THE LAST FIVE (5) YEARS, THAT HAVE SIMILAR PROJECT
 CONDITIONS. (USE THE FOLLOWING FORMAT)**

- A. Project Name: South Parkway Improvements
 Location: Huntsville, AL
 Owner: ALDOT
 Contact Person: Derrick Wilson Telephone No.: 256-582-8922

Wall Square Footage:
 Concrete Girder Bridge Square Footage:
 Steel Girder Bridge Square Footage:
 Date Completed: August 2018
 Project Engineer: ALDOT
 Contact Person: Derrick Wilson Telephone No.: 256-582-8922

Contract Bid Amount \$13,279,832
 Final Contract Amount \$13,949,414
 Contract Completion 1,278 Calendar Days
 Time:
 Actual Completion Time:
 Company: Miller & Miller, Inc. Date: 8/17/22

- B. Project Name: Greenbrier Parkway Extension, Phase IV-B; Project #71-18-RD01
 Location: Huntsville, AL
 Owner: City of Huntsville
 Contact Person: Kathy Martin Telephone No.: 256-427-5300

Wall Square Footage:
 Concrete Girder Bridge Square Footage:
 Steel Girder Bridge Square Footage:
 Date Completed: May 2021
 Project Engineer: City of Huntsville
 Contact Person: Kathy Martin Telephone No.: 256-427-5300

Contract Bid Amount \$11,598,162
 Final Contract Amount \$11,113,199
 Contract Completion 548 Calendar Days
 Time:
 Actual Completion Time: 454 Calendar Days
 Company: Miller & Miller, Inc. Date: 8/17/22

- C. Project Name: Old Highway 20 Bridge over Norfolk-Southern Railroad; Project #71-19-SP08
 Location: Huntsville, AL
 Owner: City of Huntsville
 Contact Person: Kathy Martin Telephone No.: 256-427-5300

Wall Square Footage:
 Concrete Girder Bridge Square Footage:
 Steel Girder Bridge Square Footage:
 Date Completed: May 2021
 Project Engineer: City of Huntsville
 Contact Person: Kathy Martin Telephone No.: 256-427-5300

Contract Bid Amount \$5,615,711
 Final Contract Amount \$5,921,254
 Contract Completion Days
 Time:
 Actual Completion Time: Days
 Company: Miller & Miller, Inc. Date: 8/17/22

- D Project Name: Greenbrier Parkway Bridge over Norfolk-Southern Railroad; Project #71-19-RD05
 Location: Huntsville, AL
 Owner: City of Huntsville
 Contact Person: Kathy Martin Telephone No.: 256-427-5300

Wall Square Footage:
 Concrete Girder Bridge Square Footage:
 Steel Girder Bridge Square Footage:
 Date Completed: May 2021
 Project Engineer: City of Huntsville
 Contact Person: Kathy Martin Telephone No.: 256-427-5300

Contract Bid Amount \$7,583,668
 Final Contract Amount \$7,082,809
 Contract Completion Days
 Time:
 Actual Completion Time: Days
 Company: Miller & Miller, Inc. Date: 8/17/22

FINANCIAL REFERENCES:

<u>Institution</u>	<u>Contact</u>	<u>Telephone No.</u>
Progress Bank & Trust	Clint Kirkland	256-319-3611
Rogers Group, Inc.	Anthony Garcia	256-533-0505
Forterra Structural Products	Johnnie Hayes	205-663-4681
Skyline Steel, LLC	Rob Waudby	205-262-9909
Vulcan Materials Co.	Cody Dunagan	256-852-0414
Tractor & Equipment Co.	Donnie Burgreen	256-355-0305
Ram Tool & Supply	Matt Lewter	256-772-8725

RESOLUTION NO. 2022-304-R

RESOLUTION TO AWARD BID FOR #2022-009-ITB, I-565 WESTBOUND INTERCHANGE- PHASE TWO

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 the provision for performing grade, drain, base, pave, construct bridges, lighting and construct retaining walls associated with the Westbound Ramp C and D connecting the I-565 to the Town Madison Development (Project #2022-009-ITB); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about August 17, 2022, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff have informed the City Council that the Joint Venture of **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** have submitted a Bid for the Project, and this Joint Venture is the lowest responsible and responsive Bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid's Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** 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 **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** as the lowest responsible, responsive bidder in the Bid amount of approximately thirty-six million, seven hundred eighty thousand dollars (\$36,780,000), 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 **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** 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 condition upon **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** 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, a authorized and directed to execute a contract on behalf of the City of Madison , Alabama with **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** 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 **McInnis Construction, LLC, and Miller & Miller, Inc. JV #2** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2022 - 287**ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN
PROPERTY INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO
ALABAMA CODE SECTIONS 11-42-20 THROUGH 24, INCLUSIVE, AS
AMENDED**

WHEREAS, on October 20, 2022 the owners of the properties or territories described in this Ordinance, filed with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described in **EXHIBIT A: Map of Property** and **EXHIBIT B: Legal Description of Property**; and

WHEREAS, pursuant to Section 11-42-20–21 of the Code of Alabama, the owners and authorized representatives of the owners in whose names the Property is assessed for ad valorem tax purposes have executed annexation petitions, which accurately describe the Property, including **EXHIBIT B: Legal Description of Property**, which shows the relationship of the Property to the current corporate limits of the City of Madison; and

WHEREAS, the Property is contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneously herewith, and none of the properties are located within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that the Petition meets all of the legal requirements of Alabama Code Sections 11-42-20 through 24, inclusive, as supplemented and amended, and has also determined that incorporation of the Property will form a homogenous part of the City of Madison and that it is in the public interest for said Property to be brought within the corporate limits of the City of Madison, Alabama; and

WHEREAS, the Property proposed for annexation is properly described in **EXHIBIT B: Legal Description of Property**;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison Alabama, that the Property described in this Ordinance will form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to incorporate the Property described in this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said Property into the City of Madison, Alabama,

BE IT FURTHER RESOLVED by the City Council of the City of Madison, Alabama that the boundary lines of the City of Madison, Alabama, shall be hereby altered, rearranged, and extended so as to include the Property, which is more particularly described in Exhibit B to this Ordinance,

BE IT FURTHER RESOLVED by the City Council of the City of Madison, Alabama, that Section 2-2(b)(1) of the Madison City Code shall be amended to enlarge Voting District 7 to include the Property within said district,

BE IT FURTHER RESOLVED by the City Council of the City of Madison, Alabama, that this Ordinance shall become effective upon publication of this Ordinance and that the Property described in this Ordinance shall be incorporated into the City limits of the City of Madison on said date of publication,

BE IT FURTHER RESOLVED by the City Council of the City of Madison, Alabama, that after the effective date of the Ordinance as provided in the preceding paragraph the Mayor, the President of the City Council, and the City Clerk are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the Property in the Offices of the Judges of Probate of both Madison County, Alabama, and Limestone County, Alabama.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 14th day of November 2022.

Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

EXHIBIT A

STATE OF ALABAMA:
MADISON COUNTY:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS BEING A PART OF TRACT 3 OF THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 3.

THEN FROM THE POINT OF BEGINNING AND ALONG THE NORTHERN BOUNDARY OF SAID TRACT NORTH 77 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 279.92 FEET TO A POINT.

THEN CONTINUE ALONG THE NORTHERN BOUNDARY OF SAID TRACT NORTH 77 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 13.23 FEET TO A POINT.

THEN LEAVING SAID BOUNDARY SOUTH 12 DEGREES 30 MINUTES 38 SECONDS EAST A DISTANCE OF 145.09 FEET TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 14.68 FEET TO A POINT.

THEN SOUTH 12 DEGREES 30 MINUTES 38 SECONDS EAST A DISTANCE OF 529.58 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 105.72 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.50 FEET AND A DELTA ANGLE OF 44 DEGREES 35 MINUTES 04 SECONDS A DISTANCE OF 29.96 FEET (A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 13 MINUTES 06 SECONDS WEST, 29.21 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID BOUNDARY NORTH 57 DEGREES 55 MINUTES 33 SECONDS WEST A DISTANCE OF 73.25 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY NORTH 52 DEGREES 06 MINUTES 29 SECONDS WEST A DISTANCE OF 94.57 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 145.00 FEET AND A DELTA ANGLE OF 39 DEGREES 35 MINUTES 50 SECONDS A DISTANCE OF 100.21 FEET (A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 18 MINUTES 39 SECONDS WEST, 98.23 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY NORTH 12 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 446.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.05 ACRES MORE OR LESS.

ORDINANCE NO. 2022-309**AN ORDINANCE AUTHORIZING THE ADOPTION OF A PRETRIAL DIVERSION PROGRAM FOR THE CITY OF MADISON MUNICIPAL COURT**

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

Section 1: The City of Madison Municipal Court is authorized, pursuant to Alabama Code Section 12-14-91 as amended to implement a pretrial diversion program and identify certain offenses that may be dismissed upon a defendant's successful completion of said Diversion Program that shall include, but is not limited to, payment of applicable fees and costs, treatment, and community service work. Eligibility for the program shall be determined by the Municipal Court and shall be subject to the City of Madison Pretrial Diversion Guidelines and Procedures, described herein and approved by this Council.

Section 2: Eligibility for the Diversion Program requires an admission of guilt and a waiver of the right to appeal by defendants entering the Program. Any defendant who fails to comply with the requirements of the pretrial may face sanctions including incarceration, extension of time of supervision, termination from the program and/or further orders from the Court.

Section 3: The Presiding Municipal Judge, acting in consultation with the City Attorney, is hereby authorized to establish guidelines regarding eligibility for participation in the pretrial diversion program pursuant to Alabama Code Section 12-14-91 as amended. The Presiding Municipal Judge, subject to the necessary consultation with the City Attorney, shall have the authority to modify the guidelines as needed.

Section 4: All applicants shall pay an application fee in the amount of two hundred and seven dollars (\$207) to be evaluated for the Pretrial Diversion Program. This application fee shall be nonrefundable. The application fee shall be collected by the City Municipal Court Clerk and allocated with eighty percent (80%) to be allocated to the City of Madison's Corrections Fund and twenty percent (20%) to be allocated to the Municipal Court's Advanced Technical Data Fund.

Section 5: Once an applicant is accepted into the Diversion Program defendants are responsible for the following payments and/or fees to continue participation in the Diversion Program:

- (a) Seven dollars (included in the application fee) to be remitted to the Office of Prosecution Services.
- (b) Restitution, if applicable, shall be paid into the Court.

- (c) Compliance Monitoring Fee of thirty dollars (\$30).
- (d) Court Referral Officer Fee of sixty-five dollars (\$65).
- (e) Drug/Alcohol Testing Fee in the amount of twenty-five dollars (\$25) per test.
- (f) Rescheduling Fee in the amount of fifteen dollars (\$15) per visit rescheduled.
- (g) Cost of any treatment program made a condition of the offender's pretrial diversion program. Such programs may include drug treatment, alcohol treatment programs, behavior medication treatment, addition therapy and/or other programs and therapy that may be required of the offender for completion of the Program.

In addition to all listed payments and fees, a defendant shall also be liable for all court costs, victims' compensation fund assessment and all other fees and assessments that may have applied had the Defendant been found guilty of the underlying offense. No cost, fee, restitution, or other assessment shall be waived or remitted absent an express written acknowledgement of such waiver by the Court.

Section 6: Cost, fees and assessment may only be adjusted and/or waived upon a finding from the Municipal Judge that the defendant is indigent without the reasonable ability to pay these costs, fees, and assessments to enter the Diversion Program.

Section 7: The City Municipal Court Clerk shall collect and distribute all Application fees, prosecution services fee of seven dollars (\$7), court costs and restitution as provided by this Ordinance and State Law.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of November 2022.

Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 28th day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2022-310-R

A RESOLUTION AUTHORIZING PREPERATION OF A PRELIMINARY STATEMENT FOR WARRANTS AND REIMBURSEMENT PROVISIONS TO THE GENERAL FUND FROM BOND PROCEEDS

BE IT RESOLVED by the City Council (the "Council") of the City of Madison, Alabama (the "City"), as follows:

Section 1. Findings of Fact. The Council has determined and hereby finds and declares that the following facts are true and correct:

- a) The Council expects that the City will issue its General Obligation Economic Development Warrants, Series 2022 (the "Warrants"), in an aggregate principal amount not to exceed \$82,000,000. A portion of the proceeds of the Warrants are expected to be applied to the costs of two "flyover" ramps as part of the I-565 interchange at Town Madison (the "Capital Improvements").
- b) Prior to the offering and sale of the Warrants and adoption of an authorizing ordinance providing for the terms thereof it is necessary and appropriate that the Council approve certain actions taken or to be taken in connection with the issuance, sale and delivery of the Warrants.

Section 2. Authorization with respect to the Warrants. The preparation and distribution of a Preliminary Official Statement with respect to the Warrants is hereby authorized. The Mayor of the City is hereby authorized to take action to "deem final" such Preliminary Official Statement within the meaning of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission. The Mayor and Director of Finance of the City are hereby authorized to take or cause to be taken all such actions as are necessary and appropriate to present the Warrants to the Council for approval, including, without limitation, preparation of authorizing proceedings for presentation to and approval of the Council. The engagement of The Frazer Lanier Company, Incorporated [and Stifel, Nicolaus & Company, Incorporated] (the "Underwriters") as investment bankers and underwriters with respect to the issuance and sale of the Warrants is hereby authorized. In the event he determines that it is desirable to do so in order to obtain favorable interest rates with respect to the Warrants, the Mayor is hereby authorized to execute a Warrant Purchase Agreement between the City and the Underwriters with respect to the sale of the Warrants, which Warrant Purchase Agreement shall be expressly made subject, however, to final approval by the Council of an Authorizing Ordinance with respect to the Warrants approving the principal maturity amounts, interest rates and other terms thereof.

Section 3. Reimbursement Provisions. Prior to the issuance of the Warrants the Council expects that the City will issue a notice to proceed with respect to the construction of

the Capital Improvements and may expend up to \$10,000,000 paid out of the City's general fund, toward the cost of the Capital Improvements. The Council hereby declares its intent, upon issuance of the Warrants, to reimburse any such amounts as have been or are paid toward the cost of the Capital Improvements out of proceeds of the Warrants; provided, however, that no such expenses paid prior to the date that is sixty days prior to the date of adoption of this Resolution shall be so reimbursed unless they constitute "preliminary expenses" or do not exceed the lesser of \$100,000 or 5% of the amount of the Warrants, in each case determined in accordance with Section 1.150-2(f) of the Regulations promulgated by the United States Department of the Treasury pursuant to Section 150 of the Internal Revenue Code of 1986, as amended.

READ, PASSED AND ADOPTED THIS 14th DAY OF NOVEMBER 2022.

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

ATTEST:

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

APPROVED this _____ day of November 2022.

*Paul Finley, Mayor
City of Madison, Alabama*

ORDINANCE NO. 2022-265

AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN WANN PROPERTY SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of John Pluck, County Line Road, LLC Molly Pluck & Maund Family Farm, requesting the vacation of utility and drainage easement located within Lot 1 and 2 of Wann Property Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF WANN PROPERTY SUBDIVISION PHASE 2 AS RECORDED IN PLAT BOOK K PAGES 27-28 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 15.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

THENCE FROM THE POINT OF BEGINNING RUN NORTH 00°56'51" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 284.29 FEET TO A POINT; THENCE RUN SOUTH 00°50'56" WEST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 89°11'38" WEST AT A DISTANCE OF 284.35 FEET TO A POINT; THENCE RUN NORTH 01°27'23" EAST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 2843 SQUARE FEET, MORE OR LESS.

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

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

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easements in favor of the **John Plunk, County Line Road, LLC, Molly Plunk, & Maund Family Farm**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of November 2022.

Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November, 2022.

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

STATE OF ALABAMA
COUNTY OF LIMESTONE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF WANN PROPERTY SUBDIVISION PHASE 2 AS RECORDED IN PLAT BOOK K PAGES 27-28 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 15.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

THENCE FROM THE POINT OF BEGINNING RUN NORTH 00°56'51" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 284.29 FEET TO A POINT; THENCE RUN SOUTH 00°50'56" WEST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 89°11'38" WEST AT A DISTANCE OF 284.35 FEET TO A POINT; THENCE RUN NORTH 01°27'23" EAST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 2843 SQUARE FEET, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of November, 2022.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

*Quitclaim Deed
Wann Property Subdivision, U&D VOE
Page 1 of 2*

§

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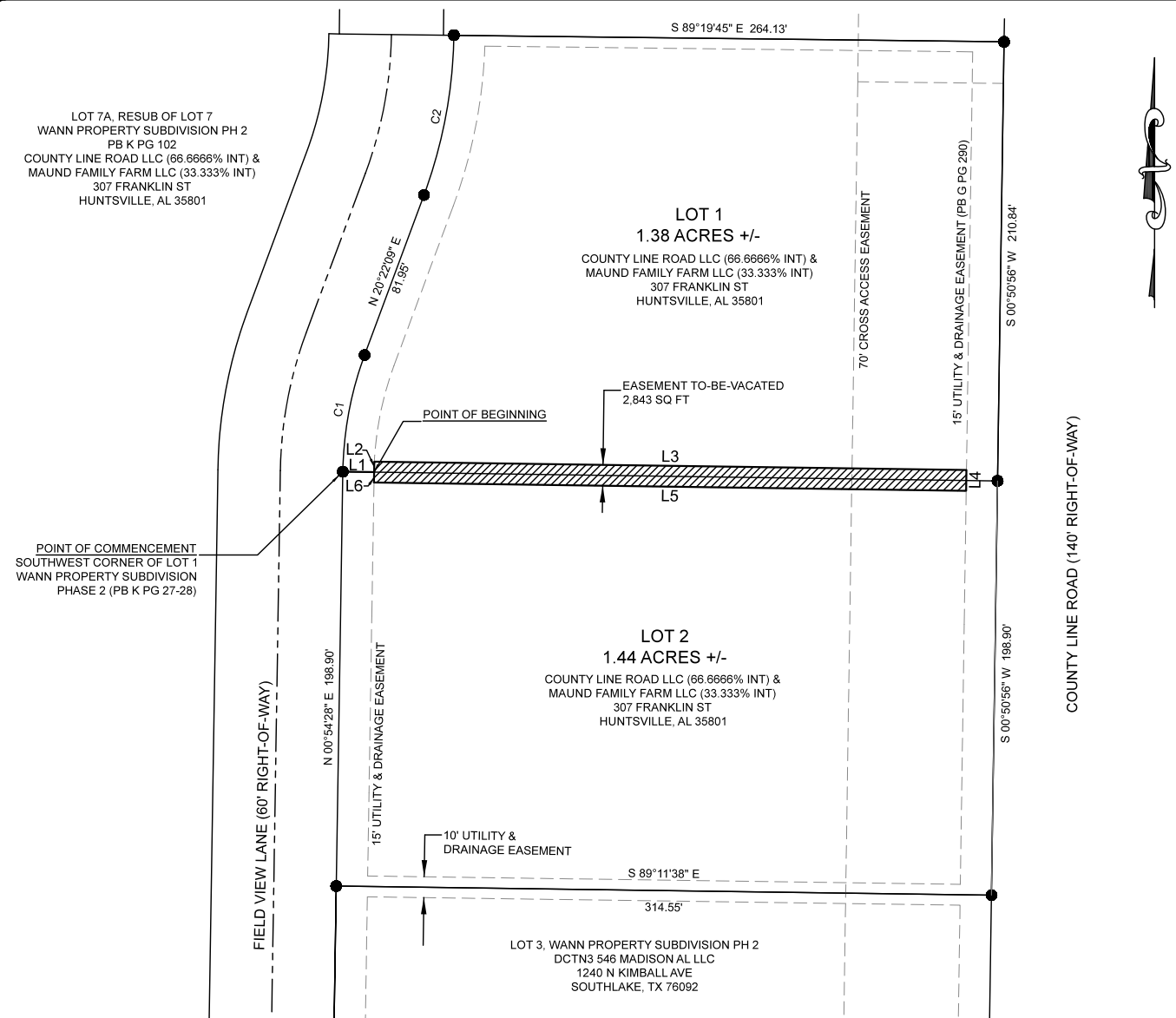
§

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

Given under my hand this the _____ day of November 2022.

Notary Public

Quitclaim Deed
Wann Property Subdivision, U&D VOE
Page 2 of 2



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	170.00'	56.14'	55.88'	S 10°44'08" W	18°55'11"
C2	230.00'	78.37'	77.99'	N 10°36'49" E	19°31'18"

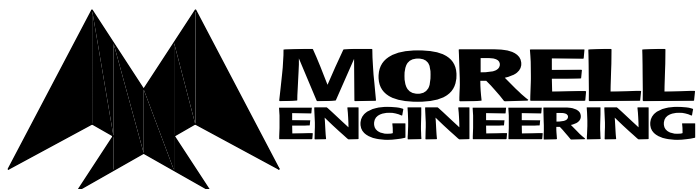
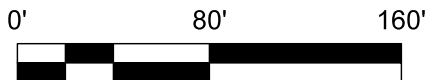
LINE	BEARING	DISTANCE
L1	S 89°11'38" E	15.05'
L2	N 00°56'51" E	5.00'
L3	S 89°11'38" E	284.29'
L4	S 00°50'56" W	10.00'
L5	N 89°11'38" W	284.35'
L6	N 01°27'23" E	5.00'

STATE OF ALABAMA
COUNTY OF LIMESTONE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF WANN PROPERTY SUBDIVISION PHASE 2 AS RECORDED IN PLAT BOOK K PAGES 27-28 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 15.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

THENCE FROM THE POINT OF BEGINNING RUN NORTH 00°56'51" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 284.29 FEET TO A POINT; THENCE RUN SOUTH 00°50'56" WEST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 89°11'38" WEST AT A DISTANCE OF 284.35 FEET TO A POINT; THENCE RUN NORTH 01°27'23" EAST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 2843 SQUARE FEET, MORE OR LESS.



EASEMENT VACATION

SCALE: 1" = 80'

DRAWN BY: CHS

PROJ. NO. 22-0257

DATE: 07/19/2022

CHECKED BY: WTM

SHEET NO. 1

ORDINANCE NO. 2022-298

AN ORDINANCE ESTABLISHING AN ARTS & ENTERTAINMENT DISTRICT IN TOWN MADISON

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON,
ALABAMA,** as follows:

Section 1. A new Article V of the *Code of Ordinances of the City of Madison* is hereby established and adopted into Chapter 4 of the City Code, which is entitled Alcoholic Beverages, as follows:

Article V. Arts and entertainment district.

- (a) *Definitions.* The following words, terms, phrases, when used in this section, shall have the meanings ascribed to them in this subsection (a), except where the context clearly indicates a different meaning:

Approved container means a Kelly green-colored, non-glass container not exceeding a volume of 16 fluid ounces, which is provided to a customer by the seller who is an arts and entertainment district permittee, bearing the name or logo of the district or the name or logo of the arts and entertainment district permittee.

Arts and entertainment district or *district* means the district established hereinafter in subsection (b) of this section, as such district may be from time to time amended.

Arts and entertainment district area or *area* means public places within the art and entertainment district, except for an excluded public place.

Arts and entertainment district event means a Chapter 24 special event that meets each of the following criteria:

- (1) The event is open to the general public and may or may not include an admission fee for entrance into the event.
- (2) The purpose of the event is to promote local arts, culture, or entertainment, through a venue that is consistent with the purpose of the arts and entertainment district.

Arts and entertainment district permittee or *permittee* means an on-premise retail city licensee permitted by the city in accordance with subsection (f) of this section.

Special Event means a special event governed by Chapter 24, article IV of this Code.

Excluded public place means a public place within the arts and entertainment district that is not included within the arts and entertainment district area as follows:

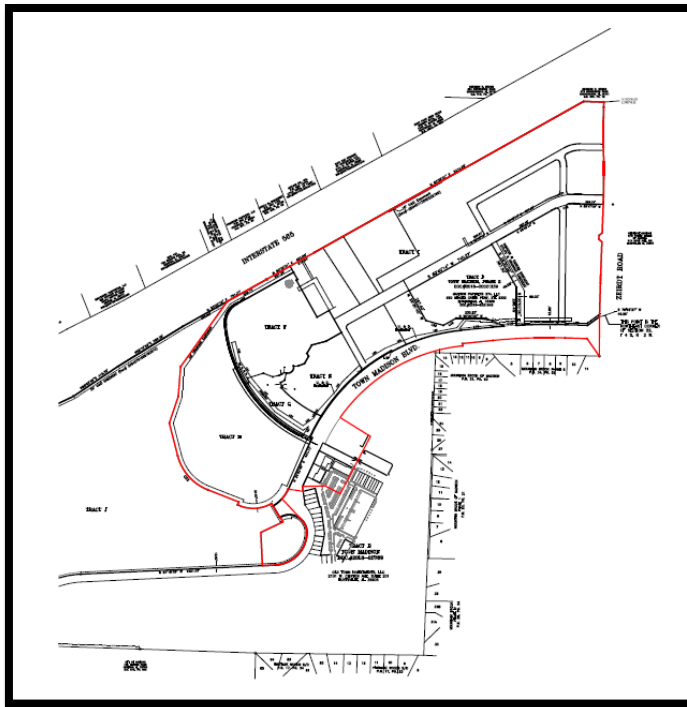
- (1) A public building, facility, garage, or parking lot that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;
- (2) Property privately owned or controlled that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;

- (3) An area being used for a Special Event that is posted with signage at each entrance or in conspicuous places occupied by the event that no open containers of alcoholic beverages are allowed on the premises;
 - (4) An area being used for a Special Event that is licensed to sell alcoholic beverages or that holds a bottle permit; or
 - (5) The premises of a city licensee.
- (b) *Purpose.*
- (1) *Purpose of section.* The purpose of this section is:
 - a. To establish districts authorized by Code of Ala. 1975, § 28-3A-17.1, within which certain conduct that is otherwise prohibited by this article is permitted, specifically, regulations against possessing an open container and drinking in a public place, regulations against removal of open containers under subsections, regulations against allowing an open container or consumption of alcoholic beverages on the parking area of a city licensee under subsection, and regulations against brown bagging on the premises of another city business licensee under; and
 - b. To establish regulations governing the district.
 - (2) *Purpose of arts and entertainment districts.* In addition to the foregoing, the purpose of establishing an arts and entertainment district is to enhance the public enjoyment of the district and to promote local arts, culture, and entertainment, while, at the same time, protecting existing uses and preserving the unique character of each district.
- (c) *Town Madison Arts and Entertainment District established.*
- (1) Subject to subsections (2) and (3) of this subsection (c), there is hereby established the following named and generally described district, the Town Madison Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, § 28-3A-17.1:

ALL THAT PART OF THE SOUTH ONE-HALF OF SECTION 15 AND THE NORTH ONE-HALF OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 79 DEGREES 26 MINUTES 27 SECONDS WEST, 46.26 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF ZEIRDT ROAD WITH THE NORTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 21 MINUTES 23 SECONDS WEST AND ALONG THE SAID WEST RIGHT-OF-WAY OF ZEIRDT ROAD, 308.14 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 34 DEGREES 48 MINUTES 45 SECONDS WEST, 166.47 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 88 DEGREES 10 MINUTES 49 SECONDS WEST, 172.98 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 4214.00 FEET, A

CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 59 MINUTES 52 SECONDS WEST, 561.78 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 84 DEGREES 10 MINUTES 32 SECONDS WEST, 240.33 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 05 DEGREES 49 MINUTES 28 SECONDS EAST, 18.00 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1336.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 38 MINUTES 44 SECONDS WEST, 1109.34 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 57 DEGREES 55 MINUTES 09 SECONDS EAST, 279.13 FEET TO A POINT; THENCE SOUTH 27 DEGREES 48 MINUTES 18 SECONDS WEST, 280.87 FEET TO A POINT; THENCE SOUTH 27 DEGREES 28 MINUTES 05 SECONDS WEST, 225.43 FEET TO A POINT; THENCE NORTH 62 DEGREES 31 MINUTES 55 SECONDS WEST, 134.45 FEET TO A POINT; THENCE SOUTH 88 DEGREES 18 MINUTES 54 SECONDS WEST, 176.06 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 07 DEGREES 44 MINUTES 25 SECONDS EAST, 38.52 FEET TO A POINT; THENCE NORTH 81 DEGREES 05 MINUTES 53 SECONDS WEST, 117.32 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 302.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 29 MINUTES 23 SECONDS WEST, 90.25 FEET TO A POINT; THENCE SOUTH 43 DEGREES 01 MINUTES 16 SECONDS EAST, 231.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 138.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20 DEGREES 45 MINUTES 40 SECONDS EAST, 104.55 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 259.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 24 MINUTES 47 SECONDS WEST, 352.71 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 87 DEGREES 19 MINUTES 39 SECONDS WEST, 101.27 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, NORTH 02 DEGREES 40 MINUTES 21 SECONDS WEST, 260.30 FEET TO A POINT; THENCE NORTH 64 DEGREES 32 MINUTES 55 SECONDS EAST, 191.28 FEET TO A POINT; THENCE NORTH 31 DEGREES 06 MINUTES 57 SECONDS WEST, 42.29 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 406.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 04 MINUTES 35 SECONDS WEST, 2.72 FEET TO A POINT; THENCE NORTH 30 DEGREES 43 MINUTES 53 SECONDS WEST, 104.00 FEET TO A POINT; THENCE NORTH 31 DEGREES 04 MINUTES 12 SECONDS WEST, 23.49 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 41 MINUTES 55 SECONDS WEST, 264.93 FEET TO A POINT; THENCE NORTH 21 DEGREES 27 MINUTES 44 SECONDS EAST, 24.09 FEET TO A POINT; THENCE NORTH 68 DEGREES 32 MINUTES 16 SECONDS WEST, 259.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 390.58 FEET, A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES 25 MINUTES 30 SECONDS WEST, 356.01 FEET TO A POINT; THENCE NORTH 14 DEGREES 18 MINUTES 44 SECONDS

WEST, 262.86 FEET TO A POINT; THENCE NORTH 18 DEGREES 26 MINUTES 08 SECONDS EAST, 220.64 FEET TO A POINT; THENCE NORTH 04 DEGREES 25 MINUTES 46 SECONDS EAST, 232.05 FEET TO A POINT; THENCE NORTH 35 DEGREES 30 MINUTES 39 SECONDS EAST, 627.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 60 DEGREES 40 MINUTES 16 SECONDS EAST, 356.14 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 60 DEGREES 39 MINUTES 32 SECONDS EAST, 2837.62 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 88 DEGREES 13 MINUTES 04 SECONDS EAST, 158.44 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SAID ZEIRDT ROAD; THENCE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 01 DEGREES 27 MINUTES 45 SECONDS WEST, 37.84 FEET TO A POINT OF CURVATURE; THENCE ALONG THE SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9039.37 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 27 MINUTES 47 SECONDS WEST, 315.36 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 00 DEGREES 54 MINUTES 40 SECONDS EAST, 111.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 6425.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 34 MINUTES 38 SECONDS WEST, 333.78 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 02 DEGREES 03 MINUTES 56 SECONDS WEST, 225.99 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 53 DEGREES 24 MINUTES 21 SECONDS WEST, 32.02 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 02 DEGREES 03 MINUTES 56 SECONDS WEST, 30.00 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 49 DEGREES 16 MINUTES 28 SECONDS EAST, 32.02 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 02 DEGREES 03 MINUTES 56 SECONDS WEST, 258.33 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 01 DEGREES 38 MINUTES 58 SECONDS WEST, 327.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 120.23 ACRES, MORE OR LESS.



- (2) Notwithstanding anything in this section to the contrary, at any time and from time to time, the arts and entertainment districts established in this section may be enlarged, reduced, modified, or eliminated, in whole or part, and the regulations set forth in this section are subject to amendment at any time and from time to time. No vested rights shall be acquired by or be conferred upon any person as a result of the establishment of an arts and entertainment district or permitting under this section.
 - (3) In the event the arts and entertainment district established by this section falls below the number of alcoholic beverage licensees required for the establishment of the district according to Code of Ala. 1975, § 28-3A-17.1, then the city may amend this section to either eliminate the arts and entertainment district or modify the district so as to remain in compliance with Code of Ala. 1975, § 28-3A-17.1, unless applicable state alcoholic beverage control laws allow for continuance of a once-established district regardless of the number of alcoholic beverage licensees remaining.
 - (4) Where this section provides for the opening of a portion of the arts and entertainment district, that portion that is opened shall not have fewer than the required number of alcoholic beverage licensees.
 - (5) Reserved.
- (d) *Opening of the district.*
- (1) *Regular hours of district.* The regular hours of operation for the arts and entertainment district shall be between the hours of 11:00 a.m. and 11:00 p.m. from Monday through Saturday. Each Sunday these hours shall be between 11:00 a.m. and 9:00 p.m.

(2) *Arts and entertainment district event.*

- a. An event organizer of a Special Event that is an arts and entertainment district event, including an organized event on private property that requires city event services, may request, with the organizer's application for a Special Event permit and on forms provided by the city, that the arts and entertainment district, or a portion thereof specified in the request, be opened during the Special Event.
- b. The request shall be processed with the application for a Special Event permit and the event organizer, as that term is defined in chapter 24 of this Code, shall be responsible for all costs incurred by the city as a result of the opening of the district during the Special Event, including safety, traffic and crowd control; clean-up costs; and the use of city equipment. City services necessitated by the conduct of the Special Event independent of the opening of the arts and entertainment district shall be governed by chapter 24 of this Code.
- c. The event organizer that requests that only a portion of the district be opened shall be responsible for the costs associated with delineating the partial opening of the district. A partial opening of the district and the manner of delineating the opening shall be subject to the approval of the event administrator.
- d. The Mayor or his or her designee shall have the authority to determine whether the proposed event meets the definition of an arts and entertainments district event, based on recommendations that he or she may elect to obtain from the city's planning division, and to approve, approve with conditions, or disapprove the opening of all or a portion of the district during the special event based on the grounds for denying a special event permit or other public health, safety, or general welfare concerns. No appeal or other right of review shall be available to an event organizer who has had its request to open the district denied.

(3) *City-sponsored opening of the district.* At any time and from time to time, the city, through the mayor or his or her designee, may elect to sponsor the opening of all or a portion of the arts and entertainment district.

(e) *Conduct in the entertainment district.*

- (1) The regulations of subsection Section 4-5 of this article, concerning the possession of an open container or drinking an alcoholic beverage in a public place, shall not apply in the case of the possession or consumption of alcoholic beverages in an approved container within the confines of the arts and entertainment district area during the hours of operation of the arts and entertainment district. Otherwise, the regulations of Section 4-5 shall apply.
- (2) It shall be unlawful for any person to re-use or to knowingly allow the re-use of an approved container for an alcoholic beverage and nothing in this section shall be construed to authorize the same.
- (3) It shall be unlawful for a person to take more than two approved containers with alcoholic beverages from a licensed premise at one time.
- (4) Nothing in this section shall be construed to authorize any person to violate the state's open container law found at Code of Ala. 1975, § 32-5A-330.
- (5) Nothing in this section shall be construed to authorize any person to violate the state and city's laws against under-age drinking;

(f) *Permitting.*

- (1) *Qualifications.* In order to qualify for an arts and entertainment district permit, an applicant shall meet each of the following:
 - a. The applicant shall be a city licensee that is authorized by the city to sell alcoholic beverages at retail for on-premises consumption; and
 - b. No adverse criminal, quasi-criminal, or administrative action shall be pending or shall have been taken in the immediately preceding 12-month period against the city licensee or its owner related to the retail license or the operation of the city licensed premises.
- (2) *Application process; permit duration.* A city licensee that meets the qualification of subsection (1) above may apply with the city clerk's office to become an arts and entertainment district permittee by filling out a form provided by the city. The city clerk-treasurer may deny a permit if the applicant does not meet the qualifications stated in subsection (1) above. The applicant may appeal the denial of the application for a permit to the liquor license review committee by filing a written notice of appeal with the city clerk-treasurer within 15 days after the denial. A permit shall be valid for a license year. Any licensee wishing to renew a permit within the District must file a new application at least 30 days prior to the expiration of the permit. Upon expiration of the permit, and irrespective of whether a renewal application is pending with the City, no former licensee shall be allowed to issue approve containers until such time a new permit is issued.
- (3) *Action against permit.* A permit may be revoked, suspended, or not renewed by the city clerk-treasurer if the permittee or applicant for renewal no longer meets the qualifications stated in subsection (1) above. The permittee or applicant for renewal may appeal the adverse decision of the city clerk-treasurer to the Council by filing a written notice of appeal with the city clerk-treasurer within 15 days after the adverse action.

(g) *Security.*

- (1) *Temporary closure of district.* At any time and from time to time, the chief of police shall have the authority to temporarily close the arts and entertainment district, or portions of the district, which includes the authority to require persons to disperse from the area, should he, in his sole discretion, determine it is appropriate to do so in order to protect the public health, safety, or general welfare. The arts and entertainment district shall remain closed until the chief of police allows the district to be re-opened. The city shall not be responsible for any costs incurred by any person as a result of the closing and the city shall still be entitled to a reimbursement for city services provided in connection with the opening of the district for an arts and entertainment district event.
- (2) *Number of permits.* The chief of police shall have the authority at any time and from time to time to limit the number of arts and entertainment district permits issued in a given license year should he, in his discretion, determine that it is in the interest of public, health, safety, or general welfare to do so. In such event, permits shall be issued on a first come, first serve basis based on the time a completed application is submitted to the office of the city clerk-treasurer. If there is a question as to first in time, the city clerk-treasurer is authorized to conduct a random drawing to decide the issue.

Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. That this ordinance shall become effective thirty (30) days upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this _____ day of _____, 2022.

Greg Shaw, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2022.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2022-307

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

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

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

Lot 12, Chickasaw Estates, 4th Addition, Plat Book 11, Page 29

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this _____ day of _____, 2022.

Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2022.

Paul Finley, Mayor
City of Madison, Alabama

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA
AND COUNTY OF MADISON

CITY OF MADISON-CITY CL
100 HUGHES RD
MADISON, AL 35758

Madison County Record, Madison Weekly
Online

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record, Madison Weekly Online. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney:

C.A. Fullenard

Affiant

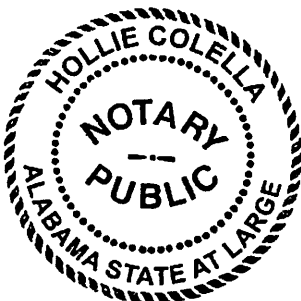
PUBLISHED ON: 02/09/22
TOTAL COST: \$130.45
AD SPACE: 55 LINES
FILED ON: 02/09/22

Sworn to or affirmed before me on: 02/09/22

Hollie Colella

Notary Public, State at Large, My Commission
expires:

My Commission Expires 5/30/2023



Ad ID 458205

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

AN ORDINANCE OF THE
CITY OF MADISON
RELATING TO ZONING;
AMENDING THE OFFICIAL
ZONING MAP, AS LAST
AMENDED, BY CLASSIFYING
A PARCEL OF LAND HERE-
INAFTER DESCRIBED TO AG
(AGRICULTURE DISTRICT).

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by The Stanton Law Firm, LLC, the City Council of the City of Madison, Alabama, will hold a public hearing on the 28th day of February 2022, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

Lot 12, Chickasaw Estates,
4th Addition, Plat Book 11,
Page 29

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the Madison County Record on the 2nd day of February 2022.

DATED at Madison, Alabama,
this 9th day of February 2022.

Greg Shaw, Council Presi-
dent
City of Madison, Alabama

Madison County Record
02/09/2022.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA
AND COUNTY OF MADISON

CITY OF MADISON-CITY CL
100 HUGHES RD
MADISON, AL 35758

Madison County Record

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney:

Ch. Filloramo

Affiant

PUBLISHED ON: 02/02/22
TOTAL COST: \$182.79
AD SPACE: 0 LINES
FILED ON: 02/02/22

Sworn to or affirmed before me on: 02/02/22

Hollie Colella
Notary Public, State at Large, My Commission
expires:

My Commission Expires 5/30/2023



Ad ID 458200

PROPOSED ORDINANCE NO. 2021-365
AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO AG
(AGRICULTURE DISTRICT).

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to me as such by Ala. Code §§ 11-12-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as AG (Agriculture District):

Proposed Rezoning: R-1A to AG
Lot 12, Chickasaw Estates, 4th Addition, Plat Book 11, Page 29

SECTION 2. That the above-described property be included and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the decision and ordinance of the proper governing officers of the City, and that the lands be used as property for AG (Agriculture District).

SECTION 3. That this Ordinance shall become effective upon its publication in the Madison County Record by written consent in and newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED as a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of ____ 2022.

Greg Shaw, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of ____ 2022

Paul Elms, Mayor
City of Madison, Alabama

RESOLUTION NO. 2022-302-R**A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM
OF UNDERSTANDING WITH ASHAKIRAN**

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," with AshaKiran, a local organization of the Indian community offering to provide the Madison Police Department with translators during investigations and emergency calls;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this November ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama



MEMORANDUM OF UNDERSTANDING

I. Parties

AshaKiran, Inc.
PO Box 1021
Huntsville, AL 35807

AND

City of Madison, Alabama
100 Hughes Road
Madison, AL 35758

II. Purpose

The purpose of AshaKiran, Inc. is to deliver culturally sensitive services to survivors of domestic violence, sexual assault, human trafficking, and other trauma, who reside in the state of Alabama. This includes the provision of outreach; emergency shelter; case management; counseling; supportive services, including interpretation services; a 24-hour crisis phone, AshaLine; information and referrals; advocacy; and education.

III. Responsibilities

AshaKiran, Inc. agrees to:

- Promote the services of City of Madison, Alabama.
- Work in collaboration with City of Madison, Alabama to facilitate access to services and help eliminate barriers that prevent clients from participating in services.
- Accept direct referrals from City of Madison, Alabama.
- Maintain the confidentiality of all clients of City of Madison, Alabama.
- Accept referrals for services made by staff of City of Madison, Alabama.
- Provide support and training to the staff of City of Madison, Alabama.
- Meet / conference with designated staff of City of Madison, Alabama on at least an annual basis to assess program service delivery and make any adjustments needed to ensure client needs are being met.
- Provide in person and over the phone interpretation and document translation services on an as needed basis for any client or program involving domestic and family violence, sexual assault, or human trafficking. The cost of language services provided to City of Madison, Alabama by AshaKiran interpreters / translators, or an outside language line company will be covered by AshaKiran as long as the appropriated funds are available, and the request meets the services outlined in this agreement. In the case that funds are unavailable, or the request is



outside of AshaKiran's scope of services, AshaKiran will notify Agency name. Upon notification, City of Madison, Alabama will have the option of canceling the request or continuing with the service and reimbursing AshaKiran for that service.

City of Madison, Alabama agrees to:

- Accept direct referrals from AshaKiran, Inc. to provide services as needed to participants of Agency name's program.
- Work in collaboration with AshaKiran, Inc. to facilitate access to services and help eliminate barriers that prevent clients from participating in services.
- Maintain the confidentiality of AshaKiran, Inc. clients at all times.
- Meet / conference with staff of AshaKiran, Inc. on at least an annual basis to assess program service delivery and adjust as needed to ensure client needs are being met.
- Provide direct referrals to AshaKiran, Inc. for services needed by clients.
- Allow staff of AshaKiran, Inc. to promote direct services and training programs to staff of Agency name.

IV. POINTS OF CONTACT

For AshaKiran, Inc.:

Veleda Davis
Executive Director
PO Box 1021
Huntsville, AL 35807
Phone: (256) 872-0177
Email: executivedirector@ashakiranonline.org

For City of Madison, Alabama

Mayor Paul Finley
100 Hughes Road
Madison, AL 35758
Phone: 256-772-5600
Email: Legal@madisonal.gov

V. Terms of Agreement - Termination

Either Party may terminate this agreement in advance of the termination date upon giving a 30-calendar day written notice.



VII. Modifications

This agreement may be modified upon the mutual written consent of the Parties.

VIII. Effective Date

This agreement is effective on the date of last signature hereon by the Parties and will remain in effect until modified or terminated by any one of the Parties.

The undersigned hereby execute this Memorandum of Agreement on behalf of their agencies, instrumentalities, organizations, corporations, or groups.

Velda Davis
 Executive Director, AshaKiran, Inc

 11/9/2022

Date

Paul Finley
 Mayor of the City of Madison, Al

Date

ATTEST:

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

RESOLUTION NO. 2022-285-R

**A RESOLUTION AUTHORIZING PURCHASE OF A RESTROOM BUILDING FOR
KIDS KINGDOM II PLAYGROUND**

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through Sourcewell which is a national, intergovernmental purchasing cooperative; and

WHEREAS, the Recreation Department has requested the purchase of a restroom building to which Sourcewell was awarded a competitively bid contract (Contract Number 081721-PRM);

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 those terms and conditions detailed in the attached Price Proposal and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same;

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 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 14th day of November 2022.

ATTEST:

City Council President
City of Madison, Alabama

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

Price **Proposal: Dublin Park - City of Madison, AL**
Date: **September 19, 2022**
Reference: **11388-9/12/2022-2**

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 323,775

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 22,768 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all final plumbing connections at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 346,543

Proposal: Dublin Park - City of Madison, AL | 09/19/2022 | Reference # 11388-9/12/2022-2
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to



cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by

Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

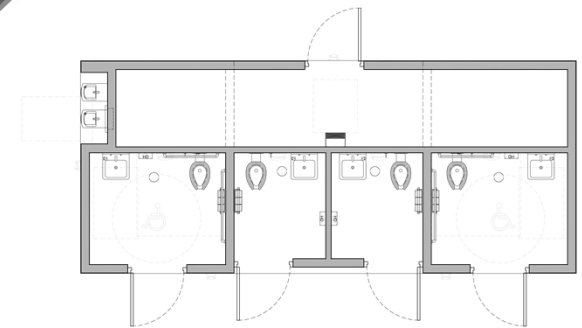
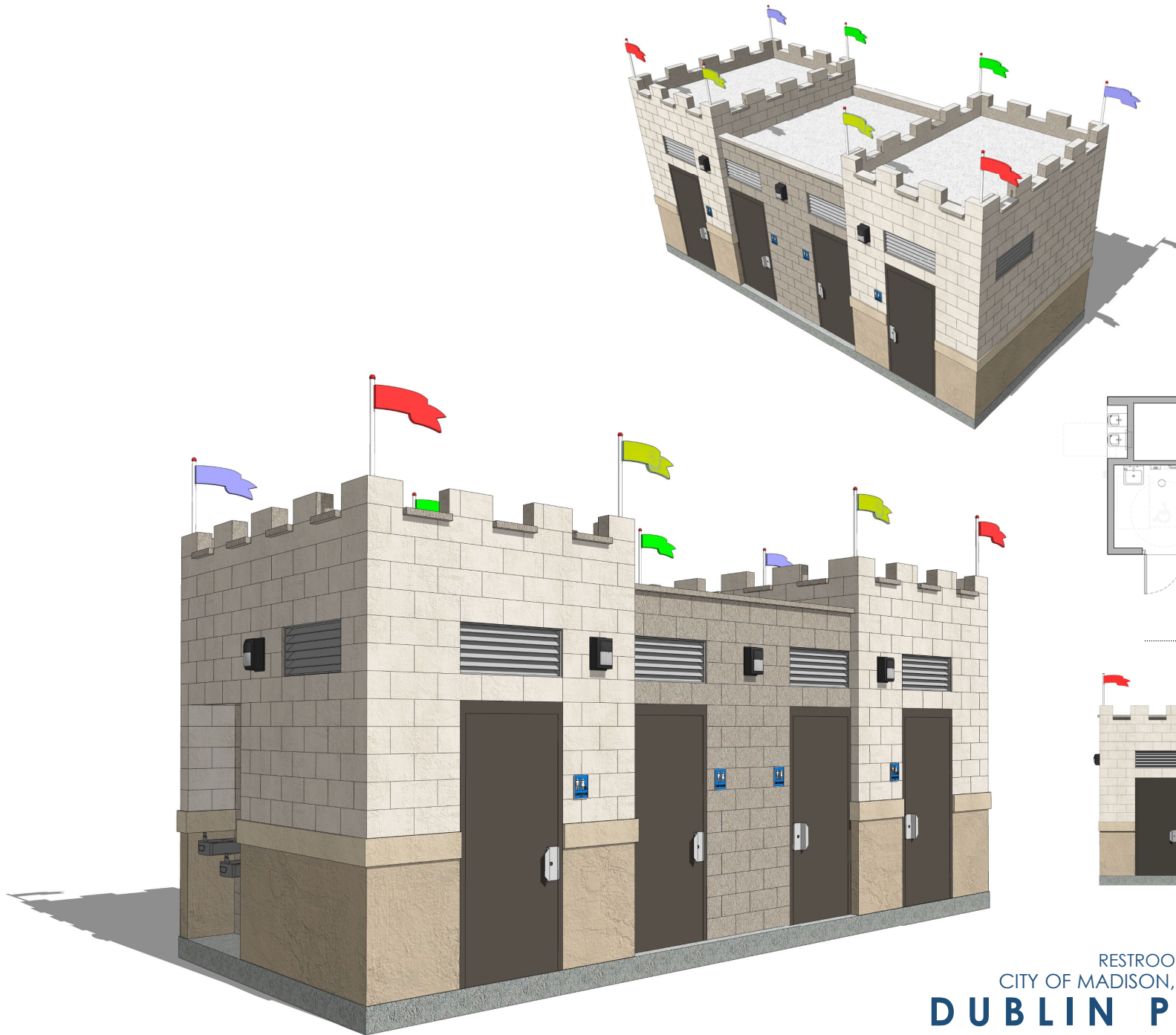
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE



RESTROOM BUILDING CITY OF MADISON, ALABAMA DUBLIN PARK

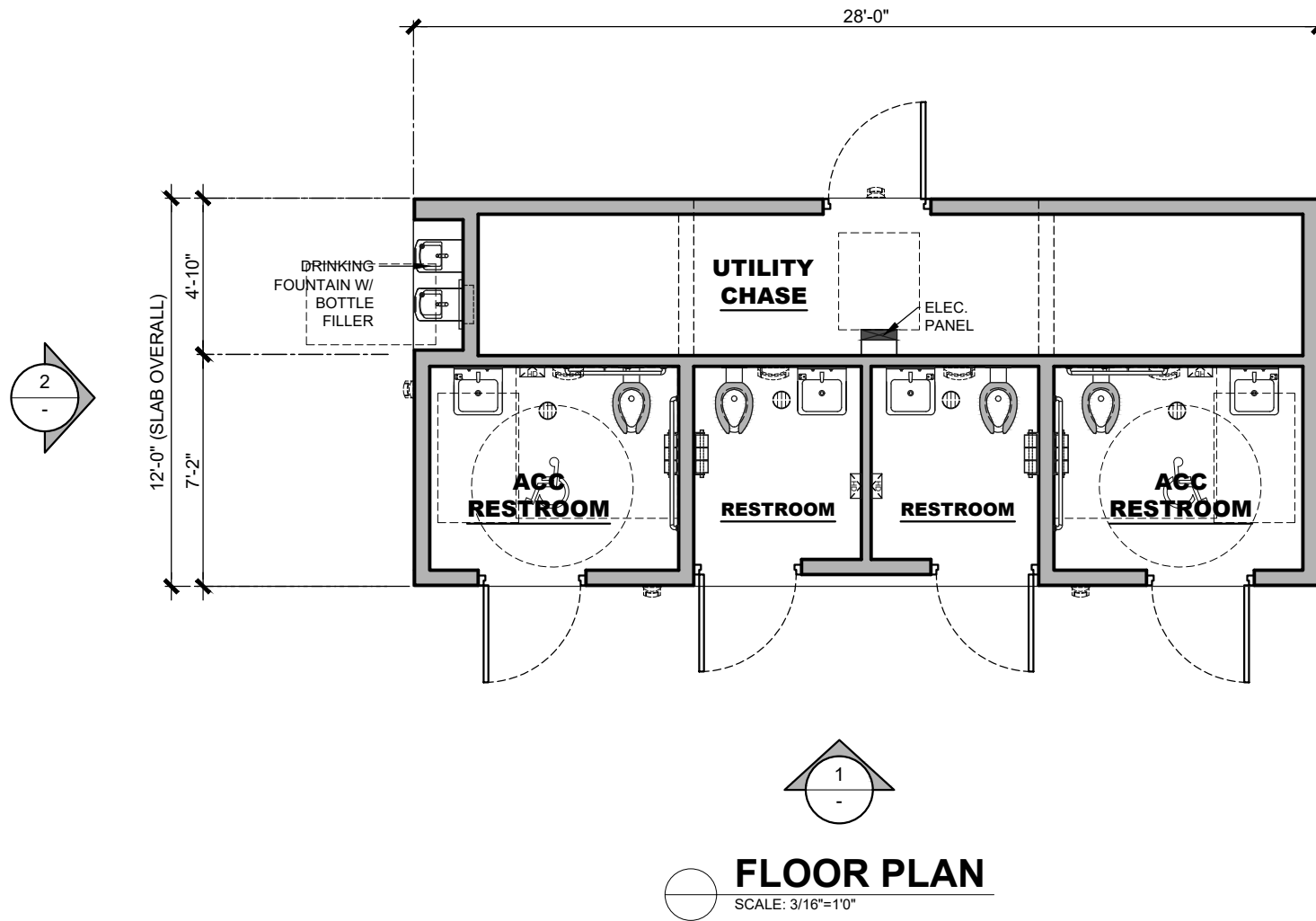
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www.PublicRestroomCompany.com

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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

DUBLIN PARK
CITY OF MADISON, AL

REVISION #

2REVISION DATE: **9/12/2022**

DRAWN BY: EOR

SHEET#

A-1

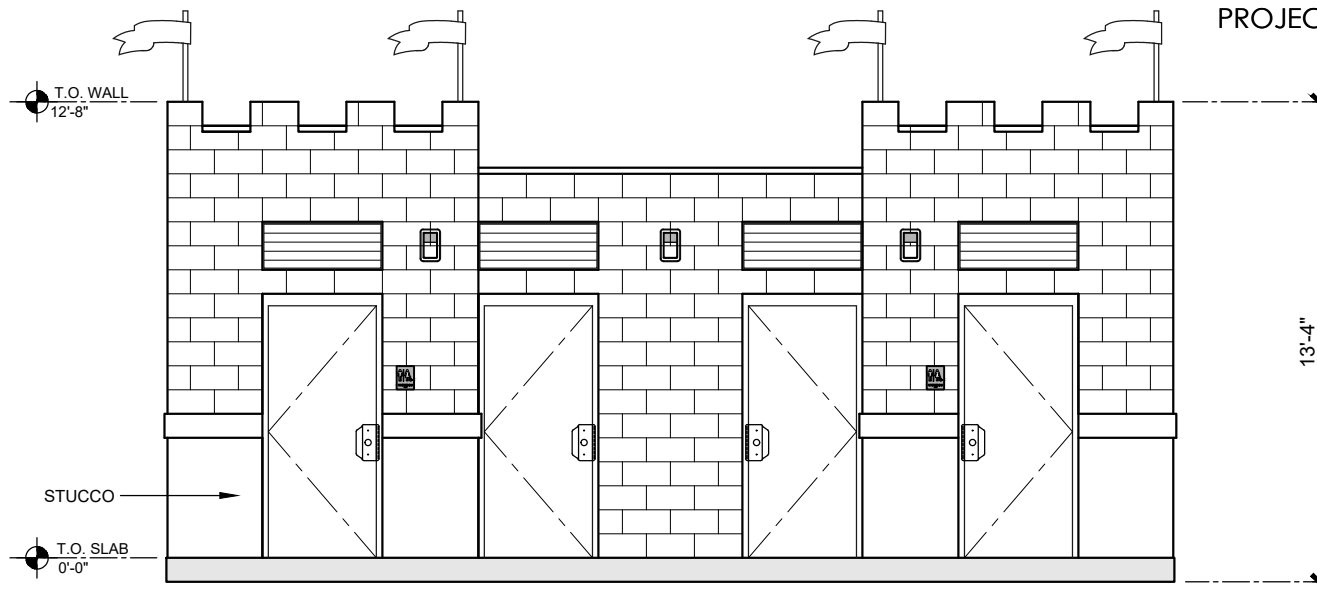
PROJECT #:

11388START DATE: **8/30/2022**

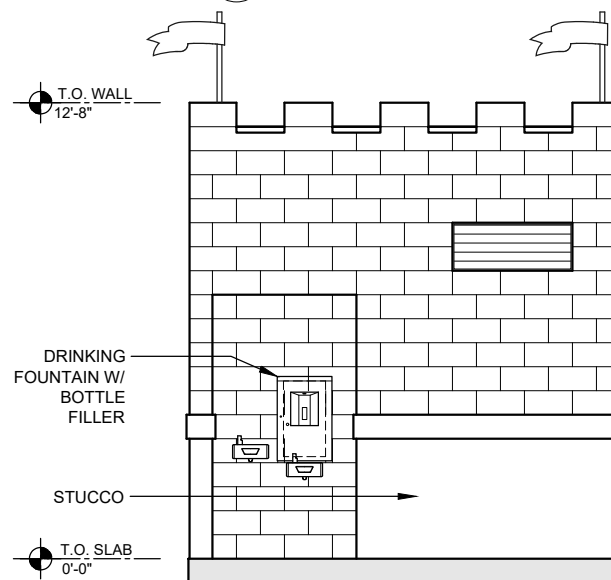
DRAWN BY: EOR

MAX. PERSON / HOUR:

180 M

**ELEVATION 1**

SCALE: 3/16"=1'-0"

**ELEVATION 2**

SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

DUBLIN PARK
CITY OF MADISON, AL

REVISION #

2REVISION DATE: **9/12/2022**

DRAWN BY: EOR

SHEET#

A-2

PROJECT #:

11388START DATE: **8/30/2022**

DRAWN BY: EOR

MAX. PERSON / HOUR:

180 M



SPECIFICATIONS

Project #: 11388
 Project Name: Dublin Park
 Site Address: 8324 Old Madison Pike
 City, State, Zip: Madison, AL 35758

Date: 9/16/2022
 Bldg Size: See Drawings
 Type of Bldg: SP-044-DF
 Restroom

TYPE OF BUILDING

Construction Type

MVR WOOD

Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]

FLOOR SYSTEM

ROOM/ITEM

FINISH

Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - Flakes

WALL SYSTEM

BUILDING WALLS HEIGHT

Wall Custom Height	13'4"
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EXTERIOR WALLS - CMU

BLOCK TYPE AND COLOR

ROWS

Precision Exterior 6" CMU	Precision Gray	All
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CAP BEAM

Cap Beam	Block Above 8'
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WALL FINISHES - EXTERIOR

TYPE

FINISH

HEIGHT

CMU	Paint over block filler - Split Face Block	Full Height
Wainscot	Wall Caps	See Design
Stucco	Painted Stucco Finish - Applied Over Precision CMU	To 48" AFF
Alcove	Stucco Applied Over CMU	To 48" AFF
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM

FINISH

HEIGHT

Restrooms	Block filler & paint	Full Height
Mechanical - To Cap Beam	Block filler & paint	Full Height

ROOF SYSTEM

ITEM

DESCRIPTION

Washoe Building Supply	Membrane Gray	With Internal (To the Chase) Drainage
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB	
Vents Struded Aluminum	Model # D-DBE-04 to fit Rough Opening, Built per Standard Construction Specs to be Painted	

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Door Sweeps	Pemko Door Sweep 321SSN36"	Chase
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Drinking Fountain	(Murdock) Acorn GS Series, Wall Mount Drinking Fountain, # GSE64-FG-316SS- Dual
Bottle Filler	Acorn BF3 Series, Type 316 SS Bottle Filler, # A0000000-BF3-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Water Heater	Stiebel DHC-E12 3+ lavatories
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve
Water Line Material	Copper (Std)
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose

ELECTRICAL

ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	

LIGHTING

ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior- Interior Lights	Light Fixture Integrated Occupancy Sensor (OCC) W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior- Exterior Light	Photo Cell Intermatic Photo Control #EK4336S W) Luminaire, Swoop Series YWP-610-OP-BRZ	15 Watts
Chase Lights	C) Green AL-42L (large Chase)Waterproof	30 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches Single Pole	Single Pole (Adjacent to Panel)	
Switches By Pass	By Pass (To By Pass OCC Sensors)	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

Cooperative Purchasing

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Contracts for government, education, and nonprofits

Accomplish More

As a leader in cooperative purchasing, we are passionate about helping public agencies fulfill their public service missions.

We are building stronger relationships with agencies and suppliers to develop practical solutions together.

Learn how we can serve you.
For contract documents and
participating agency information,
visit:

sourcewell-mn.gov
877-585-9706

Supplier related questions:

info@publicrestroomcompany.com

Or Call Us at 888-888-2060

Compliant



- Trusted process satisfies bid requirements
- Government agency that works like you
- Achievement of Excellence in Procurement recipient

Competitive



- Buying power of 50,000 participating agencies

Convenient



- More than 400 trusted brands under contract
- Full catalog of options for a complete solution
- Easy, no-cost registration to use



Contract #081721-PRM

RESOLUTION NO. 2022-299-R**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE 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 the Christmas Parade scheduled December 10, 2022; 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 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**City of Madison Board of Education
Transportation Agreement
With
CITY OF MADISON**

This agreement is made between the City of Madison Board of Education (hereinafter "MCS" and CITY OF MADISON (hereinafter "Customer").

1. **Term:** The term of this Agreement will begin on 12-10-2022 and end on 12-10-2022.

2. **Scope of Services to be provided:** MCS will provide transportation services to Customer using MCS buses driven by MCS bus drivers during the term of this agreement for the following event or purposes:
PROVIDE SHUTTLE SERVICE FOR ATTENDEES OF THE CITY OF MADISON CHRISTMAS PARADE.

Scheduled Dates: DECEMBER 10, 2022

Times: 2:00PM TO 8:00PM

Route(s) or Destination(s): VARIOUS LOCATIONS IN CITY OF MADISON

Number of buses and drivers: 6

3. **Compensation for Service:** Customer will pay MCS for services provided on the following basis (complete one of the following options):

\$ 20 HR per bus and driver provided per route

\$ _____ per day week month year (circle one)

\$ _____ for the event made the subject of this Agreement.

4. Other Terms Applicable to Services under this Agreement:

\$3.19 PER MILE PER BUS

5. **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.

6. **Insurance:** Customer will provide MCS with a Certificate of Insurance which names the City of Madison Board of Education and its bus drivers assigned to provide services under this contract as additional insureds reflecting applicable coverages of not less than \$1,000,000 of General Liability Insurance and \$1,000,000 of Automobile Liability Insurance. The **“Description of Operations/Locations/Vehicles/Special Items”** section of the Certificate of Insurance shall include a description of the purpose of the services to be provided under this Agreement, the dates, locations and MCS vehicles to be used in providing those services and the following specific certification:

“The City of Madison Board of Education (“MCS”) and its employees who provide services under an agreement between MCS and the named insured, are additional insureds for the General Liability and Auto Liability Coverages listed on this Certificate of Insurance.”

7. **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.
8. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.
9. **Notices:** All notices under this Agreement shall be given to the addresses shown below:

Customer:

Attn: Authorized Agent

_____, AL 35____

City of Madison Board of Education:

Attn: Dr. Ed Nichols, Superintendent
Madison City Schools
211 Celtic Drive
Madison, AL 35758

DATED this _____ day of _____, 20__.

CUSTOMER: _____

By: _____
(Authorized Signer) Name _____

Its: _____
(Title)

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent

RESOLUTION NO. 2022-303-R**A RESOLUTION AUTHORIZING AGREEMENT WITH MIRACLE
LEAGUE FOR MEMBERSHIP**

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, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Miracle League Required Construction Specifications" to allow the City to join the Miracle League; 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 14th day of November 2022.

City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2022.

Paul Finley, Mayor
City of Madison, Alabama



MIRACLE LEAGUE REQUIRED CONSTRUCTION SPECIFICATIONS

- FINAL FIELD DESIGN, CONSTRUCTION DRAWINGS AND BID DOCUMENTS WILL BE SUBMITTED TO THE MIRACLE LEAGUE CORPORATE OFFICE FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
- IN ORDER TO BE CONSIDERED AN OFFICIAL MIRACLE LEAGUE, THE SURFACE ON THE FIELD, PLAYGROUND, OR OTHER SURFACED AREA WITHIN THE COMPLEX MUST BE SUPPLIED AND INSTALLED BY AN APPROVED MIRACLE LEAGUE VENDOR.
- THE MIRACLE LEAGUE'S CORPORATE OFFICE IS CONSTANTLY RESEARCHING NEW SURFACE OPTIONS. IN THE EVENT THAT A NEW SURFACE OPTION BECOMES AVAILABLE LEAGUES WILL BE NOTIFIED.
- INSTALLER TO BE RECOGNIZED BY THE ATHLETIC RUBBER FLOOR MANUFACTURER AND THE MIRACLE LEAGUE OFFICE WITH AT LEAST 5 YEARS INSTALLATION CREW EXPERIENCE OF SIMILAR SIZE AND DETAIL.
- OTHER SPECIFICATIONS WILL APPLY DEPENDING ON THE TYPE OF SURFACE CHOSEN. EXAMPLE - POUR-N-PLACE OR SYNTHETIC TURF. THOSE SPECS CAN BE FOUND ON THE PRODUCT DATA SHEETS PROVIDED BY THE SURFACE VENDORS.

 (initial)

As an independent member of the Miracle League Association we have been made fully aware of the mandatory approved vendor program for surfacing fields, playgrounds, or any surfaced or Resurfaced area in the Miracle League complex by the Miracle League Corporate Office. We have been supplied with a list of those vendors plus their contact information, and we understand to be an official Miracle League facility and program we are required to use one of these approved vendors for all our surface needs.

_____ (initial)

We have been made aware of the importance of the program and the benefits available to the member leagues.

_____ (initial)

We have been made aware that this information must be made known to any and all firms working on planning or construction including Architects, Engineers, General Contractors, and/or Sub Contractors, Board Members and Government affiliates. (if applicable).

_____ (initial)

We are also aware that The Miracle League Corporate Office is to be notified once an Architect, Engineer, General Contractor, and/or Sub Contractor is hired in order to provide them with a construction manual.

_____ (initial)

We have a complete understanding that the asphalt or concrete will be inspected and accepted upon completion in order to meet the approved specifications before surface will be laid. Once approved by the surface vendor an installation date will be scheduled.

_____ (initial)

The Miracle League National Office recommends that if possible, the local Miracle League purchase the field surface, playground surface, and playground equipment directly from the approved vendors. These items can be pulled out of the public bid if paid for by privately raised funds. This will lower your budget by saving on contractor markup fees and bonds. If the field and/or playground surfacing is to be purchased through a General Contractor, a payment bond will be required for the project

_____ (initial)

Official Miracle League Approved Vendors and Installers**SURFACE AMERICA**

800-999-0555

www.surfaceamerica.com**A-TURF**

888-777-6910

www.aturf.com (initial) Date _____

The Miracle League Representative (signature) / Please note Title

Print Name Paul FinleyThe Miracle League of Madison