



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**January 09, 2023**

**AGENDA NO. 2023-01-RG**

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

1. CALL TO ORDER

2. INVOCATION

A. Madison Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2022-24-RG, dated December 19, 2022

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor designating the month of January 2023 as National Mentoring Month in the City of Madison

B. Presentation by Carolyn Reagle with Madison Beautification Board for the Arbor Day Contest Certificates and Prizes Presentation

C. Madison Station Historic Preservation Society announce the winners of the 2022 Madison Station Polar Express Christmas on Main - Presented by Debbie Overcash

D. Presentation by Melanie Thorton with Madison Visionary Partners in connection with their annual appropriation request

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting.

Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov)

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. Authorizing Engineering Department to solicit proposals for removal of sediment from retainage ponds and assessing which retainage pond(s) need to be de-sedimented, in an amount not to exceed \$20,000 (to be paid from Fund 11, Storm Water Fees)
- C. **Resolution No. 2023-008-R**: approving an annual appropriation agreement with the Madison Visionary Partners for FY 23 in the amount of \$50,000 (to be paid from General Operating account)
- D. **Resolution No. 2023-009-R** approving an annual appropriation agreement with the Madison Chamber of Commerce for FY 23 in the amount of \$75,000.00 (to be paid from General Operating account)
- E. **Resolution No. 2023-010-R** approving an annual appropriation agreement with KTECH (A Workforce Initiative of the Kids to Love Foundation) for FY 23 in the Amount of \$5,000.00 (to be paid from General Operating account)
- F. **Resolution No. 2023-011-R**: approving an annual appropriation agreement with the Madison City Disability Advocacy Board for FY 23 in the amount of \$4,500 (to be paid from General Operating account)
- G. **Resolution No. 2023-012-R** approving an annual appropriation agreement with the Huntsville Hospital Foundation for FY 23 in the amount of \$5,000.00 (to be paid from General Operating account)
- H. Approval to accept donation from Chairman Dale Strong in the amount of \$30,000 to support the purchase of Life Pack 15's for Fire Dept.
- I. Approval to accept the donation of 2013 Chevy Tahoe from Monrovia Volunteer Fire Dept
- J. Acceptance of donation from Chambers Bottling Company, LLC in the amount of \$36.00, to be deposited into Fire Department donation account.
- K. **Resolution No. 2023-040-R**; Authorizing signatures on said Synovus accounts

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. Annual Report and Presentation on Rebuild Alabama Gas Tax Funds
- B. **Resolution No. 2023-002-R:** Authorizing a professional services agreement with Garver, LLC for construction, engineering and inspection services for repairs on Madison Boulevard bridges over Bradford Creek - Joint Replacement (\$96,990.00 to be paid from Engineering Department budget)
- C. **Resolution No. 2023-003-R:** authorizing a renewal agreement (Quote No. 26121432) with ESRI, Inc. for software maintenance services (\$9,050.00 to be paid from Engineering Department budget)
- D. **Resolution No. 2023-004-R:** authorizing an agreement with J.W. Kennedy for additional survey and preparation of legal descriptions on Project No. 22-023 (Gooch Lane sidewalk extension project) (\$2,600 to be paid from Engineering Department budget)
- E. **Proposed Ordinance No. 2023-007:** Changing the name and designation of a public street from Halsey Road to Madison Branch Boulevard (First Reading)
- F. **Resolution No. 2023-036-R:** awarding Bid No. 2022-012-ITB for Madison Boulevard bridge repairs over Bradford Creek to Miller & Miller in the amount of \$448,257.00 (to be paid from Engineering Department budget)

**LEGAL**

- A. **Resolution No. 2023-001-R:** Correction to re-adopt a Resolution to make changes to the Job Classification Plans due to a duplication of resolution numbers and void Resolution No. 2022-129-R adopted on November 28, 2022
- B. **Proposed Ordinance No. 2023-035** Repealing and replacing Ordinance No. 2022-287 (Clift Farm Publix annexation) adopted by the Madison City Council on November 14, 2022 to correct an oversight in the legal description (First Reading - request suspension of the rules for immediate consideration)

**PLANNING**

- A. **Resolution No. 2023-005-R:** Setting a Public Hearing on Proposed Ordinance No. 2023-006, zoning certain property owned by Boone Henry Three, LLC and Clift Farms Place, LLC, consisting of approximately 4.8 acres, located north of U.S. Highway 72, east of Uncle Frank Boulevard to B3 (General Business) District (First Publication 1/18/2023, Synopsis 1/25/2023, Public Hearing 2/13/2023)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2022-24-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
December 19, 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](http://www.madisonal.gov/viewmeetings). Anyone who did not want to attend the meeting in person due to the COVID pandemic, but wanted to participate in Public Comments or Hearings were encouraged to contact the City Clerk or Mayor's Office via telephone or email to submit comments or questions, or text the word "Comment" to 938-200-8560*

The Madison City Council met in regular session on Monday, December 19, 2022, at 6:30 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 6:30 p.m. by Council President Ranae Bartlett.

Senior Pastor, John Dees of CrossPointe Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, Information Technology Senior Systems Analyst Chris White, Information Technology Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, and Finance Director Roger Bellomy

Public Attendance registered: Joseph A Pettus MD, Margi Daly, Mike Ball, Dee Voelkel, and Jennifer Coe.

**AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore requested the following amendments to the agenda:

- Under Council District No. 3 Teddy Powell, **Resolution No. 2022-340-R**, the amount paid from Council Special Projects Budget should be \$3706.85 instead of \$706.85.
- Under Legal, **Resolution No. 2022-329-R**, a typo on the amount paid from proceeds of bond issue should be \$2,440,468.00 instead of \$2,444,468.

Council President Bartlett accepted the printed agenda with the corrections from above.

**APPROVAL OF MINUTES**

**MINUTES NO. 2022-23-RG DATED DECEMBER 12, 2022**

Council Member Spears moved to approve Minutes No. 2022-23-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

None

**PUBLIC COMMENTS**

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

**DR. JOSEPH A. PETTUS, MD (DISTRICT 1)**

Dr. Pettus a Urologist Oncologist appeared before Council and Mayor Finley to express his support for medical marijuana dispensaries in the City of Madison. He provided his opinion about the easy access to legal Delta 88 and Delta 9 THC products which have the same mind-altering chemical that is in marijuana in the City of Madison. Dr. Pettus also advised us that these products are sold at gas stations in plain view of minors. In his opinion, marijuana is not a wonder drug for his patients, but it does have a role. Dr. Pettus expressed that it is

unfortunate that it has been politicized for decades while legal THC is available in our community without a prescription.

**MR. ROBERT PIETRS (DISTRICT 6)**

Mr. Pietrs appeared before Council and Mayor Finley to present what the Department of Justice Drug Enforcement Administration drug fact sheet says about marijuana. Mr. Pietrs expressed his opposition to medical marijuana dispensaries in the City of Madison. Mr. Pietrs spoke about how the Alabama Board of Medical Examiners rule book claims 16 things that medical marijuana could treat, but the Federal Drug Administration (FDA) says that it does not work. Mr. Pietrs also presented that the FDA and DEA (Drug Enforcement Administration) have concluded that marijuana has no federally approved medical use for treatment in the United States as it remains as a Schedule 1 controlled substance under federal law.

**MS. JACQUELYN PIETRS (DISTRICT 6)**

Ms. Pietrs appeared before Council and Mayor Finley to express her opposition to medical marijuana dispensaries in the City of Madison. Ms. Peters shared per personal story of having cancer and not needing medical marijuana through her treatments. Ms. Pietrs asked Council and Mayor Finley to seek out other options to fund the city rather than using medical marijuana dispensaries for it.

**MR. MIKE BALL-ALABAMA STATE REPRESENTATIVE (DISTRICT 3)**

Mr. Ball appeared before Council and Mayor Finley to express his support for medical marijuana dispensaries. Mr. Ball shared a request he received in 2014 from a grandmother who had a grandchild who suffered from seizures and how he began checking into CBD oils. It eventually led into Carly's Law, where a million dollars a year of state funding is put into the University of Alabama in Birmingham to study the effects of cannabis. Mr. Ball stated that it turns out there are many medical purposes for cannabis.

**MS. MARGI DALY (DISTRICT 6)**

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

- Town Madison on-ramps with no public purpose
- Public hearing and legal notices about flyovers
- City taxes and roadways
- Madison Visionary Partners
- Council meeting Zoom meeting concerns
- Agenda packets for the public
- Council-Manager Form of Government
- Council meeting Zoom meeting concerns

**MS. JENNIFER COE (DISTRICT 5)**

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

- Town Madison District

- Flyover funding agreement
- Council-Manager Form of Government

**MR. PAT FREEL (DISTRICT 1)**

Mr. Freel appeared before Council and Mayor Finley to express his support for the medical marijuana dispensaries if there is a chance that it can help someone with rheumatoid arthritis to get off infusions.

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$594,650.12
Special General Operating Accounts	\$135.86
ADEM Storm Drainage	\$2,500.00
1/2 Cent Infrastructure	\$162,052.87
Gasoline Tax & Petroleum Inspection fees	\$2,064.25
TVA Tax	\$4,112.61
Library Building Fund	\$95.00

Regular and periodic bills to be paid

Approval of Authorization of payment to Hoar Construction in the amount of \$186,065.10 for Invoice 001 (Multi-Use Venue field repairs - Resolution No.'s 2021-379-R, 2022-239-R, 2022-164-R, and 2022-313-R) to be paid from Venue Maintenance Fund

Approval of payment to Carcel & G Construction, LLC in the amount of \$805,760.65 for Invoice No. 20 (CIP No. 18-022; Hughes Road construction, Bid No. 2019-010-ITB) to be paid from 2018-C Bond account

Approval of payment to Rogers Group, Inc. in the amount of \$160,270.17 for Invoice No. 46405 (CIP No. 18-023, Sullivan Street widening construction performed November 1, 2022 through November 30, 2022. Bid No. 2019-011-ITB) to be paid from 2018-C Bond account

Approval of payment to Wiregrass Construction Company in the amount of \$302,149.47 for Invoice No. 11 (CIP No. 20-028, Middle School Roadway extension construction performed October 1, 2022 through October 31, 2022. Bid No. 2021-008-ITB) to be paid from 2020-A Bond account

**Resolution No. 2022-342-R:** Providing for the disposition of personal property (Lexmark CS310DN Color/Laser Printer) of negligible value pursuant to section 16-108 of code of ordinances of the City of Madison.

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

**RESOLUTION NO. 2022-339-R: AUTHORIZING THE PURCHASE OF AUDIO-VISUAL EQUIPMENT FROM SUTHERLAND SIGHT AND SOUND FOR COURT/COUNCIL CHAMBER EQUIPMENT UPGRADES (\$44,610.00 QUOTE)**

Council Member Wroblewski moved to approve Resolution No. 2022-339-R. Council Member Spears seconded. Mayor Finley explained that the funding will come from both Court and Council budget. Whatever funding is not there, Finance Director Roger Bellomy is able to add it during the mid-year budget review as it will take five to six months to get all the equipment in. The equipment going in will be a full HD camera, projectors for better clarity and format, and will allow connection wirelessly. Council Member Denzine asked if the camera would be able to capture the audience. Mayor Finley responded that the new set up does not include that in the quote, but that if Council deems it necessary, they can ask if it can be added on. The vote was taken and recorded as follows:

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

Motion carried.

Mayor Finley wished everyone a Merry Christmas.

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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



- Attended Christmas Capers on Saturday, December 17<sup>th</sup>. There were 300-350 people who attended.
- On the behalf of the HR Committee, she expressed her thanks to HR Director Terri Towry for her service and her upcoming retirement.

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Attended ribbon cutting for John Smith Subs on County Line Road
- Advised department heads if there is anything that needs to be discussed with the Finance Committee to please let them know so they can get it on the agenda.
- Attended Christmas Capers, lots of volunteers, commended Council Member Denzine on the great job they did on it.
- Wished everyone a Happy Holidays.

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**RESOLUTION NO. 2022-340-R: AUTHORIZATION FOR PAYMENT FOR TOWN MADISON BANNERS AND STENCILS FOR WALKWAYS (\$3706.85 TO BE PAID FROM COUNCIL SPECIAL PROJECTS BUDGET)**

Council Member Powell moved to approve Resolution No. 2022-340-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Attended Christmas Capers
- Reminded everyone to take a walk-through downtown Madison the Christmas cards are set up through the historic district along with the decorated Christmas trees.

**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:

- Wished everyone a Merry Christmas and Happy New Year
- Encouraged everyone to shop local

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

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

- Thanked everyone for coming out to Christmas Capers
- Wished everyone a Merry Christmas and Happy New Year

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

Absent

#### **BOARD/COMMITTEE APPOINTMENTS**

None

#### **PUBLIC HEARINGS**

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

None

#### **DEPARTMENTAL REPORTS**

#### **ENGINEERING**

**RESOLUTION NO. 2022-335-R: AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH OHM ADVISORS IN THE AMOUNT OF \$5,500, EXTENDING SURVEY ALONG SEGERS ROAD TO LENGTHEN TRAVEL LANE TAPERS TO RECOMMENDED LENGTHS FOR PROJECT NO. 22-039 (MAECILLE DRIVE AND SEGERS ROAD INTERSECTION IMPROVEMENTS) TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET**

Council Member Powell moved to approve Resolution No. 2022-335-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2022-336-R: AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH CDG, INC. FOR TRAFFIC SIGNAL DESIGN AT THE INTERSECTION OF COUNTY LINE ROAD AND FUTURE ROYAL DRIVE EXTENSION (\$58,250.00 TO BE PAID FROM ENGINEERING DEPARTMENTAL BUDGET)**

Council Member Spears moved to approve Resolution No. 2022-336-R. Council Member Shaw seconded. Council Member Wroblewski asked if we had a timeframe when this would be happening. City Engineer and Mayor Finley advised there is no timeframe at this time. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL**

**RESOLUTION NO. 2022-305-R: AUTHORIZATION FOR PURCHASE OF HEXAGON PROPERTY (\$4,000,000 PURCHASE TO BE PAID FROM ARPA FUNDS)**

Council Member Spears moved to approve Resolution No. 2022-305-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2022-320: AMENDMENT TO CITY CODE INCREASING GENERAL PENALTIES FOR MISDEMEANORS IN MUNICIPAL COURT (FIRST READING DECEMBER 12, 2022)**

Council Member Shaw moved to approve Ordinance No. 2022-320. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2022-326: AMENDMENT OF THE CITY CODE TO ALLOW VIRTUAL PARTICIPATION BY CITY COUNCIL AND MAYOR (FIRST READING DECEMBER 12, 2022)**

Council Member Shaw moved to approve Ordinance No. 2022-326. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2022-327: AUTHORIZATION FOR THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MADISON, ALABAMA, PURSUANT TO ALABAMA CODE SECTION 20-2A51(C) (FIRST READING DECEMBER 12, 2022)**

Council Member Wroblewski moved to approve Ordinance No. 2022-327. Council Member Powell seconded.

Council Member Wroblewski shared how she invited her personal family physician Dr. Joseph A. Pettus, MD to come and talk tonight because he is an oncologist physician and has years of education and experience in treating patients with cancer and the availability of the medicine would be beneficial to his patients for their cancer treatment. Council Member Wroblewski also invited State Representative Mike Ball because he had spearheaded the legislation that was approved by the State of Alabama to join 29 other states in approving medical marijuana to its residents. Council Member Wroblewski advised that that medical marijuana is heavily regulated and controlled and access to the building is heavily secured and that it would also bring in about \$250,000 in anticipated sales tax revenue annually. Council Member Wroblewski shared that her personal doctor, Dr. Kealan O’Neill prescribes Meridol for his patients going through chemotherapy and other medical conditions where it is warranted and that it is very expensive and difficult for patients to get because it does not fall within the

medical marijuana category. She wrapped up her discussion saying she believed the pros outweigh the cons.

Council Member Shaw shared how he has discussed with Police Chief Johnny Gandy who reached out to other cities and the response back regarding the medical marijuana dispensaries was not positive. Council Member Shaw expressed that he is glad that people can go to Huntsville, Decatur, Athens, and other towns to get the medication, but that he would rather not have the building in the City of Madison. Council Member Shaw feels that the risk is not worth the reward.

Council Member Denzine asked Police Chief Johnny Gandy to share with everyone what he shared with Council.

Police Chief Johnny Gandy asked police chiefs in other cities that are close in size and location to the City of Madison, such as Bentonville, Arkansas, and they didn't notice any increase in crime, but they did notice an increase in traffic and people loitering around the shopping centers. Police Chief Johnny Gandy shared that when he read reports from police chiefs in Florida, the traffic and the loitering that was happening in those shopping centers caused other businesses to close that were close to where the clinics were. Another chief out of Louisiana noticed in a nearby city the increase in traffic and loitering. Police Chief Johnny Gandy advised that it was more of a quality-of-life issue than an increase in crime.

Council Member Denzine asked Police Chief Johnny Gandy if he would be able to provide the patrol if needed with the staff. Police Chief Johnny Gandy explained it was hard for him to say as the current staff is pretty busy right now as it is. Police Chief Johnny Gandy said he spoke with the police chief of Athens, and he said that they didn't conduct any type of study as to what type of issues they would have. One issue they foresee is the fact that this type of business is a cash-only business due to federal laws because the federal government still considers it a schedule 1 drug and no electronic banking transactions are allowed. Athens is prepared to conduct armed escorts for people that go from the clinic to the bank. Police Chief Johnny Gandy shared that he does not have the staff to do something like what Athens is doing with escorting.

Council Member Spears asked Police Chief Johnny Gandy if there would be an impact to the City of Madison, regardless of how the vote comes out tonight due to the proximity of other cities. Police Chief Johnny Gandy responded that he is unsure where they are putting the dispensaries in other cities, so he is unable to answer the question.

Council President Bartlett shared that Huntsville decided as to where their dispensaries would be limited to and it will be in their medical district, so it will not be right next to the City of Madison on Highway 72. Council Member Wroblewski added that if it were to pass, we would be able to do something similar, close to the hospital. Council President Bartlett responded to Council Member Wroblewski that Director of Development Services Mary Beth Broeren shared with them that in the work session the main two corridors that people were interested in was Highway 72 and Madison Boulevard where we don't have the type of zoning.

Council Member Shaw asked if we were to bring the medical marijuana dispensaries in and realized that we made a mistake we could not pull their license as it is a state mandate. Council President Bartlett responded that she asked City Attorney Brian Kilgore to get clarification because their dispensary license is one thing, but behind it is our business license. City Attorney Brian Kilgore clarified that the actual license for the dispensary would remain

entirely within the preview of the state and their commission when it came to terminating it. City Attorney Brian Kilgore did check with the Cannabis Committee, and they confirmed that the City of Madison still has the authority to pull their business license even if they have their dispensary license. With no business license they can not operate in the City of Madison.

Council Member Powell shared his concern about it being a cash business and the lack of regulation when it comes to reporting how much is made as the city cannot go in and verify. Council Member Powell shared that it is the same as a pain clinic because you're not fixing it, you're just changing to another drug. Council Member Powell shared his disappointment that it is being pushed down by the state level as a mandate with no income. He also shared that \$250,000.00 in possible revenue is just not enough for him.

Council Member Wroblewski asked City Attorney Brian Kilgore if all 37 licenses in the state have been distributed would we be able to get a license down the road. City Attorney Brian Kilgore clarified that he might have misspoken at a previous work session regarding the licenses. There 37 locations for the dispensaries and only one in each county, when you add all those up, they equal 37 locations and even less licenses. Council Member Wroblewski asked is Huntsville has already approved it and they are in Madison County; why are we even discussing it. City Attorney Brian Kilgore responded that he cannot say how Huntsville's or other cities processes are but that the state is requiring you to put your application by December 31<sup>st</sup> with a business license and be able to designate the location of where you want your dispensary. City Attorney Brian Kilgore added that if we were not going to pass it or table it, then it is highly unlikely that we would get a dispensary in the City of Madison. City Attorney Brian Kilgore shared that the state has a April 13<sup>th</sup> deadline for correcting applications and the 30-day public comment period that would follow, and then issuance of the licenses would happen in July of 2023. City Attorney Brian Kilgore said that the state would issue more licenses but there is no timeframe for when they would do that. Council Member Wroblewski wondered if Council was wasting their time because they would only have 12 days to reach out to the Mayor's office and the Planning department. City Attorney Brian Kilgore says there might be a way for them to get a business license after the 31<sup>st</sup> with a mechanism in place, but practically speaking the people who apply on the 31<sup>st</sup> and know where they are going to be more likely to get it than those who don't.

Council Member Spears asked City Attorney Brian Kilgore if the state is regulating it from seed to dispensary, they would know how much marijuana is at each dispensary. City Attorney Brian Kilgore responded that it is being heavily regulated and there are certain rules and accounting provisions that they will need to follow. Council Member Spears asked if the state knows how much marijuana is at each dispensary and the cost of it, they should be able to tell how much is being sold. City Attorney Brian Kilgore responded to Council Member Spears that he could provide a more specific answer but that at this time he could not answer her.

Council Member Denzine asked City Attorney Brian Kilgore about a resolution banning the manufacturing of marijuana in Madison. City Attorney Brian Kilgore said he was waiting to hear back from the Council for the Commission but that he did not hear back from them. City Attorney Brian Kilgore believes that the city does not have a lot of regulation powers over the cultivation side of it. City Attorney Brian Kilgore advised Council that they could issue an ordinance to ban dispensaries in the City of Madison. Council President Bartlett added that she had heard that other cities were looking into adding restrictions such as distance restrictions for residencies.

Council Member Denzine thanked the public for sending in their input regarding the medical marijuana dispensaries. She also feels that with other cities approving it, we are not restricting access as they are able to get it elsewhere.

City Attorney Brian Kilgore gave a list of local municipalities close to Madison that have approved it.

Council President Bartlett gave her perspective that there is too much unknown to rush into a decision as there is enough access for City of Madison resident to get it if needed. Council President Bartlett shared that she weighs Police Chief Johnny Gandy’s opinion heavily and if he recommends to exercise caution until we see how surrounding areas go then she will do so. The vote was taken and recorded as follows:

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

Motion failed.

**PROPOSED ORDINANCE NO. 2022-334: AUTHORIZATION TO ISSUE WARRANTS/BONDS FOR CONSTRUCTION OF I-565 WESTBOUND RAMPS AND PAY-OFF TOWN MADISON BONDS (FIRST READING DECEMBER 12, 2022)**

Council President Bartlett asked for Rushton Rice, Financial Advisor and President of Rice Advisory, LLC and R. Preston Bolt, Jr., Bond Council with Hand Arrendall Harrison Sale LLC, to come to the podium to provide a brief of what has been happening in the last week regarding the warrants/bonds.

Mr. Bolt provided a brief explanation regarding the bonds that were sold on the 15<sup>th</sup> and their rates and how it is going to pay off the district bonds, the flyover project. Mr. Bolt thanked Council and Mayor Finley for giving their firm them the opportunity to work for the City of Madison.

Mr. Bolt thanked Council and Mayor Finley for the opportunity to work for the City of Madison. Mr. Bolt explained how the ordinance authorizes the issuance of the warrants, sets the maturity between now and 2048, sets the interest rate, provides for the early redemption under certain circumstances, authorizes appointment of the Frazer Lanier Company for the sale of the warrants at an approve price, and it ratifies the action taken upon signing a warrant purchase agreement which will be completed on December 28<sup>th</sup>.

Council Member Shaw moved to approve Ordinance No. 2022-334. Council Member Spears seconded. Mayor Finley asked if we could bank the excess after the bond payment to be able to pay off the warrants early. Mr. Bolt responded that after 10 years we can pay it all off or partial. Mayor Finley also confirmed with Mr. Bolt that the money for the schools comes out automatically and separate. Mr. Bolt confirmed. Council Member Shaw thanked Mr. Rice and Mr. Bolt for their time, patience, and knowledge. Council Member Powell asked Mr. Rice if we are still being conservative based on what we have done in the past. Mr. Rice responded

that everything is being conservative as it can be. Council Member Powell thanked Mr. Rice, Mr. Bolt, Mayor Finley, and Council Members Bartlett and Shaw that were involved. Council Member Denzine asked Mr. Rice for a brief overview of what he has put together to share with the public. Mr. Rice and Mr. Bolt provided a brief overview.

Council President Bartlett confirmed with Mr. Bolt that the cooperative district status remains an entity but that there has been discussion and at some point, in the future when all paperwork is cleared, the cooperative district will go away as it does not need to exist anymore. Mr. Bolt confirmed that once the debt has all been paid off it would cease to exist, and any assets would need to be divided among the city and county. Council Member Bartlett also asked Mr. Bolt if he could speak on the agreement that he has been working with between the city and the county. Mr. Bolt provided a brief overview of the agreement. Council Member Bartlett advised that the county will be taking that up in their next meeting.

Council Member Powell shared a different way to look at the benefit of the new agreement by looking at the lower interest rates that we have renegotiated in the last few years. Mayor Finley thanked City Attorney Brian Kilgore and the prior City Attorney Megan Zingarelli for working on this agreement. Council President Bartlett expressed thanks Mr. Johnny Dill, underwriter with Frazer Lanier Company, Mr. Bolt, Mr. Rice, Finance Director Roger Bellomy, and City Attorney Brian Kilgore. Council Member Denzine shared that she received comments over the weekend concerning the necessity of the flyovers. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2022-329-R: AUTHORIZATION OF CONTRACT WITH AECOM FOR CONSTRUCTION MANAGEMENT SERVICES FOR INTERSTATE 565 EXCHANGE, PHASE II WESTBOUND RAMPS (\$2,440,468.00 TO BE PAID FROM PROCEEDS OF BOND ISSUE)**

Council Member Shaw moved to approve Resolution No. 2022-329-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.



City Attorney Brian Kilgore provided a brief overview of the opioid litigation that have been settled and that the City of Madison will be receiving some payments from it. City Attorney Brian Kilgore shared that if there is an upcoming work session it might be of benefit to discuss what to use the money for.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

Council Member Wroblewski confirmed that work session is still scheduled for January 11<sup>th</sup>, 2023. Council President Bartlett confirmed yes and that a notice would be sent out.

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 8:02 p.m.

Minutes No. 2022-24-RG, dated December 19<sup>th</sup>, 2022, read, approved and adopted this 9<sup>th</sup> day of January 2023.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

\_\_\_\_\_  
Mari Bretz  
Recording Secretary

**PROCLAMATION  
NATIONAL MENTORING MONTH**

**WHEREAS**, everyone remembers someone special – a neighbor, teacher, relative or friend who ignited and/or defended our potential; and

**WHEREAS**, one way to return the favor is to mentor a child; and

**WHEREAS**, every adult has something to offer, and an hour a week can make a big difference in a child’s life; a mentor does not have to change his or her life to change a child’s; and

**WHEREAS**, research has shown that children engaged in the one-to-one, professionally supported mentoring programs like Big Brothers Big Sisters are more likely to finish high school and less likely to begin using drugs and alcohol, skip school, or be involved in violence; and

**WHEREAS**, in Madison, AL there are many young people who want and would benefit from having a mentor; and

**WHEREAS**, January has been designated as National Mentoring Month, calling on adults across America to get involved with mentoring programs

**NOW, THEREFORE,**

I, Paul Finley, Mayor of the City of Madison, Alabama do hereby proclaim the month of

**JANUARY 2023  
as  
NATIONAL MENTORING MONTH**

in the City of Madison, Alabama and call upon public officials, business and community leaders, and educators, and encourage all citizens, businesses, public and private agencies, religious and educational institutions to support mentoring and give young people in our community the gift of time and friendship through programs such as Big Brothers Big Sisters of the Tennessee Valley.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 9<sup>th</sup> day of January, 2023.

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



STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON VISIONARY PARTNERS** (hereinafter “MVP”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

**WHEREAS**, MVP will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that MVP shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MVP the sum of forty thousand dollars and no cents (\$50,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MVP pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MVP agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MVP.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MVP regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MVP, nor shall MVP at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MVP being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MVP and that officers, employees, and any other agents of MVP are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MVP is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MVP hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MVP may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MVP agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**MADISON VISIONARY PARTNERS**

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

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

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

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

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Madison Visionary Partners is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**EXHIBIT A**

MVP seeks to support the City of Madison in the following key areas:

- Lead a broad-base community coalition to support needs in Madison
- Support large projects in the City of Madison
- Create community projects in the City of Madison
- Act as a fiscal sponsor in the City of Madison

Specifically, the City of Madison appropriation would be utilized in the following manner:

**Broad Base Community Coalition**

MVP understands that the city must prioritize its projects and that capital funds can only be stretched so far. That is why MVP works on leveraging ongoing city projects with philanthropic support to improve those projects for the benefit of all in the City of Madison.

MVP has identified several key projects to achieve the vision identified above:

**Large Projects**

*Madison Community Center*

The City of Madison is working on an ambitious plan to convert the former Three Springs facility into a multi-use community center. With additional funding raised by MVP from our community, we can help offset the final price tag and add elements that may not be in the budget.

The new Madison community center will benefit the entire community. MVP will support the city’s plans for the new Community Center by gathering all of the stakeholders in Madison together to not only fundraise for but support the proposed community center in a variety of other ways.

*Kids Kingdom*

Kids Kingdom, greater Huntsville's most popular children's destination, turned 25 this year and has exceeded the end of its lifespan. We are proud to be leading the charge to bring our community of Madison together not only to rebuild Kids Kingdom but make it available to ALL children.

Partnering with Madison City Disability Advocacy Board (MCDAB), we created a coalition of community leaders, nonprofits, Madison City schools, local businesses, and individuals to create an ambitious campaign to raise the funds necessary to not only rebuild Kids Kingdom but make it a state-of-the-art inclusive playground, allowing children of ALL abilities to Play, Learn, and Grow Together.

The Campaign has raised over \$604,000 toward funding the playground rebuild.



**Fiscal Sponsorship**

MVP will continue its Fiscal Sponsorship program acting as a sponsor for individuals and organizations that do not have a non501 c3 organizations allowing them to use MVP to create and implement projects that enhance the quality of life in Madison.

Acting as a conduit for philanthropic funds MVP will be able to direct donor dollars back into the community.

**Community Volunteer Projects**

MVP will continue its goal of creating a “net” of Madison organizations working together to successfully implement community volunteer projects and work-days to support projects that benefit our City. We are partnering with the Madison Chamber of Commerce on a snack drive for our local school system, as well as partnering with Opera Huntsville to bring a free and family-friendly, “Opera in the Park” program to Madison.

**Madison Visionaries**

Stewarding and expanding our coalition of stakeholders, MVP will work as a “hub” to bring together Madison organizations and individuals. After some restructuring, we will implement our Madison *Visionaries*, a group of passionate citizens dedicated to investing resources in maintaining the operations of MVP.

Madison Visionary Partners will continue to work enthusiastically to support the Madison community. The common thread shared by community nonprofits and local government is a determination to use our respective resources to find solutions to meet today’s challenges and support our community. When we weave our resources together, the fabric of the solution is stronger. MVP appreciates the past support of the City of Madison and looks forward to continuing to work together to not only meet the needs of our mutual stakeholders, but to surpass them.

**RESOLUTION NO. 2023-008-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON VISIONARY PARTNERS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Visionary Partners for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifty thousand dollars (\$50,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 9th day of January 2023.

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

STATE OF ALABAMA )  
 )  
COUNTY OF MADISON )

**AGREEMENT**

**THIS AGREEMENT IS MADE** by and between the **Madison Chamber of Commerce, Inc.**, a non-profit corporation, (hereinafter **"MCC"**) and the **City of Madison, Alabama**, a municipal corporation (hereinafter the **"City"**).

**WITNESSETH:**

**WHEREAS**, the Madison business community provides a significant portion of tax revenue to the City of Madison; and

**WHEREAS**, the MCC is a non-profit corporation organized to promote and support the City of Madison with a focus on the business community; and

**WHEREAS**, the MCC has the facilities and resources to provide essential services to the City to promote and market all types of events occurring within the City to regional, national, and international audiences, producing a positive economic impact to the City;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59pm on September 30, 2023.
2. During said term, it is hereby agreed that the MCC shall provide adequate economic promotion and marketing services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the MCC the sum of seventy-five thousand dollars (\$75,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed hereafter in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The MCC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the MCC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by the MCC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by the MCC, regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of the MCC, nor shall the MCC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, the MCC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of the MCC and that officers, employees, and any other agents of the MCC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. The MCC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. The MCC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or the MCC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. The MCC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.



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

**ATTEST:**

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

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

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

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

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

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

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

**EXHIBIT A  
SERVICES TO BE PROVIDED BY  
THE MADISON CHAMBER OF COMMERCE, INC.**

The Madison Chamber of Commerce (“MCC”) shall promote the City of Madison, Alabama, and events occurring within the City and build on established and new programs to produce a positive economic impact to the City. In addition, MCC will also continue to enhance their Business Development programs for new and existing businesses in the Madison area.

The following list represents programs and services to be performed for the City of Madison by MCC for the means of promotion, growth, and advocacy:

**OVERALL OBJECTIVES**

- Promote the City of Madison, Alabama and events occurring within the City.
- Provide support services and systems to benefit MCC members and consistently represent and advocate for their best interests.
- Enhance and grow Business Development programs for new and existing businesses in the Madison area.
- Seek partnerships for future economic development and a healthy business climate.
- Promote Madison’s quality of life and standard of living throughout the community.
- Partner with other “like” organizations to promote the Tennessee Valley community.

**SPECIAL PROGRAMS & EVENTS PROMOTION**

1. Provide PR and promotion of City of Madison events (both for the City of Madison and non-profit organizations working with the City of Madison for the benefit of the community). Includes but is not limited to:
  - a. City of Madison Parks & Recreation activities and events
  - b. Madison City Schools
  - c. Madison City Schools PTA Council
  - d. Madison Street Festival
  - e. Madison Visionary Partners
  - f. Trains on Main Scavenger Hunt
  - g. Insanity Halloween Event
  - h. Summer Run
  - i. Madison Christmas Parade
  - j. Madison Christmas Tree Decorating Contest
  - k. Madison Disc Dog Days
  - l. Civic Organizations
2. MCC shall organize, produce, promote, and execute the following events:
  - a. State of the City Address—*Connect 2022*
  - b. Taste of Madison

- c. Chamber Color Run
- d. Business Expo + Kids Day
- e. Best in Business Awards
- f. Tee Up Fore Business Golf Tournament
- g. Madison Market

### **RESIDENT RELOCATION**

1. Provide relocation packages upon request and respond via email where appropriate.
2. Provide Madison City MCC Member businesses advertising opportunities in and on Relocation Packets.
3. Maintain and publish calendars of all city-wide events and programs.

### **RESPONSIBILITIES OF EXECUTIVE DIRECTOR AND BOARD**

1. Attend meetings of the Board of Directors; Committee meetings; and Chamber events, whether before or after normal work hours.
2. Serve as the “face” of the Madison Chamber throughout the Tennessee Valley.
3. Participate in Huntsville-Madison County Chamber activities beneficial to the City of Madison and the Madison Chamber of Commerce which may include:
  - a. Montgomery, Alabama, trip
  - b. Washington, D.C., trip
  - c. Events where the governor and/or national, state, or local legislators are scheduled to attend
4. Focus on building relationships, when possible, with area organizations and leaders, including, but not limited to:
  - a. NASA
  - b. Redstone Arsenal
  - c. Other regional Chambers of Commerce
5. Establish and maintain an effective and efficient office that represents the professionalism and community pride of Madison.
6. Proactively and effectively promote Madison Chamber of Commerce through various forms of media and local activities.
7. Provide MCC business members with professional development, networking opportunities, marketing advice and access to exclusive advertising vehicles and distribution channels.



**RESOLUTION NO. 2023-009-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CHAMBER OF COMMERCE, INC FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Chamber of Commerce, Inc for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seventy-five thousand dollars (\$75,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 9th day of January 2023.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **KTECH** a workforce initiative of the **Kids to Love Foundation**, a non-profit organization (hereinafter “**KTECH**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

**WHEREAS**, KTECH will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that KTECH shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to KTECH the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. KTECH pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, KTECH agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by KTECH.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by KTECH regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of KTECH, nor shall KTECH at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, KTECH being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of KTECH and that officers, employees, and any other agents of KTECH are not nor shall they be deemed to be officers, employees, or agents of the City.
7. KTECH is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. KTECH hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or KTECH may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. KTECH agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**KTECH – KIDS TO LOVE FOUNDATION**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the KTECH – Kids to Love Foundation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## EXHIBIT A

KTECH, a workforce initiative of the Kids to Love Foundation is a key player in providing innovative training to support Madison's growing industries. The Pandemic created an enormous hole in the job market. We have seen the need to educate and train differently to get people back to work. KTECH teaches Mechatronics, Robotics, Soldering and Virtual Reality. Since its inception in 2016, KTECH has awarded 305 certifications.

The Madison City School System boasts the most graduates in KTECH with a total of 20% out of all the north Alabama feeder schools.

KTECH has a strong partnership with Bob Jones High School Engineering Academy. In 2021, KTECH launched a 12-week/180-hour Virtual Reality Class designed to provide students with an immersive introduction to VR and the tools and techniques used to create virtual experiences. We have currently completed three classes in virtual reality.

Our VR Academy is inwardly focused on the introduction, exploration, and training in virtual reality development. And, we work with industry to develop job placement opportunities and apprenticeships. Current graduates are working with i3 as interns. The end goal of the process is to spur economic development, job creation and a sustainable enterprise for the city of Madison and the north Alabama region.

Our founder and CEO, Lee Marshall serves on the Madison City Chamber of Commerce Board. Our staff participates in the Madison Chamber events.

Mayor Paul Finley serves as a KTECH Ambassador and has been active in the development of the KTECH program. 50% of Madison residents are part of the KTECH Ambassadors.

The Madison Rotary Club supports KTECH through a scholarship for a graduate of Bob Jones or James Clements High School. This scholarship is awarded for the Fall KTECH Class each year.

Madison residents participate in teaching Life Lab for our KTECH Mechatronics students and our VR Students. Life Lab teaches the soft skills our industry partners have requested.

Strategically, we are positioning ourselves as a premiere, innovative, and adaptable organization for workforce training. KTECH Students are employed at 21 local companies. KTECH is changing the trajectory for our community long-term, as we empower, uplift and support the people in our Madison community

The KTECH administrative team is respectfully requesting funding support from the city of Madison in the amount of \$5,000.00 to support the VR Academy.

**RESOLUTION NO. 2023-010-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH KTECH, A WORKFORCE INITIATIVE OF THE KIDS TO LOVE FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with KTECH, A Workforce Initiative Of The Kids To Love Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 9th day of January 2023.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON CITY DISABILITY ADVOCACY BOARD** (hereinafter “MCDAB”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

**WHEREAS**, MCDAB will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that MCDAB shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MCDAB the sum of four thousand five hundred dollars and no cents (\$4,500.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MCDAB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCDAB agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MCDAB.



5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCDAB regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MCDAB, nor shall MCDAB at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MCDAB being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MCDAB and that officers, employees, and any other agents of MCDAB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCDAB is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MCDAB hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MCDAB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCDAB agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**MADISON CITY DISABILITY ADVOCACY BOARD**

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

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

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

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

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Madison City Disability Advocacy Board is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## EXHIBIT A – FY 2022

### MADISON CITY DISABILITY ADVOCACY BOARD (MCDAB)

#### ACCOMPLISHMENTS IN 2021:

(Note Some of the community events and plans were cancelled/rescheduled and/or postponed due to COVID-19)

- **Accessibility –**
  - The handicapped-accessible entry chair for Dublin Park’s outdoor pool continues to be utilized and provide value for those interested in the swim time. Events continue to be promoted and facilitated by MCDAB members.
  - MCDAB continues to work with Park & Rec to advise and collaborate on Palmer Park renovations and has begun to work on Dublin Park renovations.
- **Community Involvement –**
  - MCDAB has coordinated with the city of Madison in the planning of the sensory playground at the Toyota Stadium.
  - MCDAB continues to partner with the Madison YMCA to continue the “Making Waves” Swim time for families with Special Needs.
  - MCDAB continues to partner with Phoenix, Inc. to promote Disability employment options.
- **Public Awareness –** MCDAB provided the following:
  - Regular articles in the Madison Weekly News;
  - A website ([www.mcdab.org](http://www.mcdab.org)) and a Facebook page;
  - A brochure explaining our role in the community;
  - An annual booth at the Madison Street Festival;
- **Recreation Advisory Board –**
  - With MCDAB’s seat on the Recreation Advisory Board we continued to advocate for inclusion of citizens with disabilities in all recreational opportunities.
- **Recreation –**

- MCDAB committed to sponsoring an in-service training on teaching swimming to people with disabilities to Madison Parks & Recreation Employees.
- MCDAB co-sponsored, with Madison Parks & Recreation, a Special-Needs Easter Egg Hunt (canceled).
- MCDAB co-sponsored, with the Madison YMCA, a scheduled-swim time for families with special needs called “Making Waves.
- MCDAB co-sponsored with the Walk for Autism

### **MCDAB’s PLANS FOR 2022**

**(Note Some of the community events and plans may be cancelled/rescheduled and/or postponed due to COVID-19)**

- MCDAB will continue to look at issues from an ongoing **Needs Assessment** and make recommendations as appropriate.
- The **Accessibility Committee** will continue to investigate accessibility issues and advise the City of Madison on potential solutions to those issues. The Accessibility Committee will continue advise and collaborate on Palmer Park renovations
- **Community Involvement** –MCDAB is working with Parks & Rec to bring swim lessons for the special needs population in our city. MCDAB will support Madison City parks and rec in certification for coaches and has purchased equipment to facilitate use of the pool for those needing physical accommodations.
- **Employment** – MCDAB will continue to advocate via the Employment Committee to promote awareness of the benefits of, and advocate for, hiring people with disabilities.
- **Public Awareness** - MCDAB will continue to host a disability information booth at the Madison Street Festival and at other venues when possible. We will maintain a website and a Facebook page as a resource for citizens. We will disseminate information and post articles on disability issues as well as the board’s activities through various types of media. We plan to participate in community events such as the Christmas Parade.

- **Recreation Advisory Board** – MCDAB will continue to advocate for accommodations and modifications that help citizens with disabilities use the City’s programs & facilities, and/or suggest the creation of new programs if needed.
- **Recreation** – MCDAB will continue partnership opportunities with Madison City Parks & Recreation to host the Special-Needs Easter Egg Hunt, Fishing Rodeo and other recreational events of opportunity. We also continue to partner with the Madison YMCA to continue the “Making Waves” swim time for families with special-needs.
- MCDAB continues to develop planned recommendations to enhance and expand accessible playground facilities in both Dublin and Palmer Parks.
- As needed and when appropriate, MCDAB will provide recommendations to the City for more inclusive events and needed accommodations at the new community center.
- MCDAB will continue to explore ideas for fundraiser(s).

**RESOLUTION NO. 2023-011-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CITY DISABILITY  
ADVOCACY BOARD (“MCDAB”) FOR AGENCY SERVICES RELATED TO THEIR  
ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison City Disability Advocacy Board (“MCDAB”) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty-five hundred dollars (\$4,500.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 9th day of January 2023.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **HUNTSVILLE HOSPITAL FOUNDATION** (hereinafter “**HHF**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

**WHEREAS**, HHF will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that HHF shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HHF the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HHF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HHF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HHF.



5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by HHF regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of HHF, nor shall HHF at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, HHF being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of HHF and that officers, employees, and any other agents of HHF are not nor shall they be deemed to be officers, employees, or agents of the City.
7. HHF is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. HHF hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or HHF may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. HHF agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**HUNTSVILLE HOSPITAL FOUNDATION**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Huntsville Hospital Foundation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
Lisa Thomas, City Clerk

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**EXHIBIT A**

Huntsville Hospital Foundation has secured funding to provide a facility dog for Madison Hospital through our Canines for Coping program, to work with patients, staff and the Madison community in the following ways:

1. Interact with pediatric/adolescent patients in the ED, especially behavioral health patients
2. Interact with pediatric/adolescent patients scheduled for surgery
3. Interact with Alzheimer's/dementia patients, when appropriate
4. Offer mental health support for hospital staff
5. Serve as a community ambassador for the City of Madison.

Funding from the City of Madison in FY23 will be used towards Canines for Coping program expenses which can include staffing, food, medical care, supplies, marketing materials and any other program needs for the Madison Hospital facility dog.

**RESOLUTION NO. 2023-012-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE HOSPITAL FOUNDATION (HHF) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville Hospital Foundation (HHF) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 9th day of January 2023.

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

**RESOLUTION NO. 2023-040-R**

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

<b>Account Title:</b>	<b>Account Title:</b>
2013A Bond Account	2013A Bond <i>Money Market</i>
2015A Bond Account	2015A Bond <i>Money Market</i>
2016C Bond <i>Highway Project MM</i>	2016C Bond Hwy 72 <i>Widening</i>
2018A <i>Venue</i> Bond Checking	2018C GO Bond Account
2018C GO <i>Money Market</i>	2019 Gas <i>Taxes</i>
2020 Bond Checking	<i>7 and 2 Cent Gas Tax</i>
<i>Capital Replacement Sales Tax</i>	Court Corrections <i>Fund</i>
Court <i>ETC Fund</i>	Court <i>Judicial Admin Fund</i>
Court <i>Online Payment Acct</i>	Court <i>Solicitors</i>
ERAD <i>Recovery Account</i>	<i>Federal Forfeiture</i>
<i>Fire Donations</i>	Gas <i>Tax Account</i>
<i>General Operating Account</i>	<i>General Operating Acct MM</i>
<i>Infrastructure Replacement MM</i>	<i>Infrastructure Replacement Tax</i>
<i>Library Fund</i>	<i>Madison Bicentennial Committee</i>
<i>Madison Fire Dept CPR Acct</i>	<i>Municipal Govt Capital Imp.</i>
<i>Municipal Govt Money Market</i>	<i>Payroll Account</i>
<i>Police Donations</i>	<i>Recreation Donations</i>
<i>Reserve Acct Half Cent Sales Tax</i>	<i>Reserve Half Cent Sales Tax MM</i>
<i>Sale Use Rental Lodging Tax Online</i>	<i>Special General Operating</i>
<i>State Forfeiture</i>	<i>Storm Water Drainage</i>
<i>Street Signs</i>	<i>Subdivision Cash Bonds</i>

*Resolution No. 2023-040-R*

*1 of 3*

Town <i>Madison TIF</i> Account	<i>TVA Tax</i> Account
Venue Bond Collection Acct	<i>Venue Maintenance Fund</i>
Water Distribution & Storage Project	<i>Water Distribution Acct MM</i>
2022 Bond Checking	

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

NAME	TITLE	SIGNATURE
<b>Paul Finley</b>	<b>Mayor</b>	
<b>Lisa D. Thomas</b>	<b>City Clerk-Treasurer</b>	
<b>Kerri Sulyma</b>	<b>Deputy City Clerk-Treasurer</b>	
<b>Greg Shaw</b>	<b>Council Member (Finance Committee Chair)</b>	
<b>Connie Spears</b>	<b>Council Member (Finance Committee)</b>	
<b>Teddy Powell</b>	<b>Council Member (Finance Committee)</b>	
<b>Steve Smith</b>	<b>City Administrator</b>	
<b>Cameron Grounds</b>	<b>Revenue Officer</b>	

**BE IT FURTHER RESOLVED THAT** for checks in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), or less, may bear facsimile signatures of Paul Finley, Mayor, and Lisa D. Thomas, City Clerk-Treasurer, upon certification to Synovus Bank and as depicted below and shall be accepted as original signatures; checks over the amount of Twenty Five Thousand and 00/100 Dollars, (\$25,000.00) may bear two original signatures or facsimile signatures of Paul Finley, Mayor, and Lisa D. Thomas, City Clerk Treasurer and one (1) original signature of any authorized signatory listed above; but not contained in the facsimile, shall be accepted.

NAME	TITLE	FACSIMILE SIGNATURE
<b>Paul Finley</b>	<b>Mayor</b>	
<b>Lisa D. Thomas</b>	<b>City Clerk-Treasurer</b>	

whose signatures shall be duly certified to Synovus Bank; and

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

**READ, APPROVED, and ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 9th day of January, 2023.

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



**RESOLUTION NO. 2023-002-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with Garver, LLC for construction, engineering, and inspection services on Project 22-012 (repairs on Madison Boulevard bridges over Bradford Creek - Joint Replacement), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Professional Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Garver LLC in a total amount not to exceed One hundred ninety-six thousand nine hundred ninety dollars (\$96,990.00.00) to be paid from the Engineering Department's budget.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of January 2023.

---

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

ATTEST:

---

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

APPROVED this \_\_\_ day of January 2023.

---

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



**Agreement  
For  
Professional Services  
City of Madison, Alabama**

**City of Madison  
Project No. 22-012**



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**THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement")** is made as of the Effective Date by and between the **City of Madison, Alabama** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

## RECITALS

**WHEREAS**, Owner intends to improve the Madison Boulevard Bridges over Bradford Creek in Madison, Alabama (the "**Project**").

**WHEREAS**, Garver will provide professional Services related to the Project as further described herein.

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

### 1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

**"Effective Date"** means the date last set forth in the signature lines below.

**"Damages"** means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

**"Hazardous Materials"** means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

**"Personnel"** means affiliates, directors, officers, partners, members, employees, and agents.

### 2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant



to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## 6. GENERAL REQUIREMENTS

### 6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor



for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

## 6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall





indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost,



including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

## 7. INSURANCE

### 7.1. Insurance.

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## 8. DOCUMENTS

- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with



three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of



or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

## 10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Madison, Alabama. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.



10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

## 11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this



Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

### 13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

*[Signature Page to Follow]*

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

**City of Madison, Alabama**

**Garver, LLC**

By: \_\_\_\_\_  
*Signature*

By: *Ryan Patton*  
*Signature*

Name: Paul Finley  
*Printed Name*

Name: Ryan Patton  
*Printed Name*

Title: Mayor

Title: Senior Project Manager

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

Date: 12/16/2022

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

Attest: *[Signature]*



**EXHIBIT A  
(SCOPE OF SERVICES)**

Garver, LLC, (Engineer) shall perform – or have performed – construction engineering and inspection, materials sampling and testing and contract administration services for the City of Madison, Alabama (the City). This shall be an hourly, not-to-exceed Agreement. The Engineer shall provide services, personnel and equipment as required by the City and further defined as follows:

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

- 1.0 **PURPOSE:**  
To provide the City with construction engineering, inspection, materials sampling, testing and contract administration for the Joint Repairs on Madison Boulevard Bridges over Bradford Creek (the Project).  
**SCOPE:**  
The Engineer shall be responsible for construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The Engineer shall use effective control procedures to assure the construction of Project is performed in reasonable conformity with plans, specifications and contract provisions. The Engineer shall provide professional, technical and administrative personnel, meeting requirements of the City in appropriate numbers at proper times to ensure responsibilities assigned under this Agreement are effectively fulfilled. Services shall be performed in general accordance with established standard procedures and practices on a project of this nature. The Engineer shall maintain close coordination with the City and the Contractor(s) to ensure adequate personnel are available to perform the Scope of Services.
- 2.0 **DEFINITIONS:**
- A. **Project Manager, Engineer:** Qualified individual who has been assigned as the person in charge of a construction contract.  
Project Manager, City: Qualified individual who has been assigned by the City to manage the Construction Engineering and Inspection contract formulated by this Agreement and will be in responsible charge and direct control of the Project.
  - B. **FHWA:** The Federal Highway Administration of the U.S. Department of Transportation.
  - C. **Construction Contract:** Construction work let by the City to contracting firm(s).
  - D. **Contractor:** Contracting firm or its designated representatives awarded the contract to do construction work.
  - E. **Construction Contract Suspension:** Cessation of construction activity on a construction contract.
  - F. **Engineer:** Consultant firm retained by the City to perform all construction engineering and administrative functions as defined in this Agreement.
  - G. **Consultant Design Engineer:** Consultant retained to design aforementioned project.
  - H. **City Engineer:** Administrative head of the City's Engineering Department and/or their designated representative.
- 3.0 **ITEMS TO BE FURNISHED BY THE CITY TO THE ENGINEER:**
- A. The City will provide two (2) copies of the Executed Construction contract to the Engineer.
  - B. Adequate supply of standard forms – if any – that is to be used by the Engineer in fulfilling technical services of this Agreement.
- 4.0 **ITEMS FURNISHED BY THE ENGINEER:**
- A. Document Compliance





General compliance with requirements outlined in these documents shall be followed. Each document shall be available at Engineer's office at all times.

1. Applicable ALDOT Standard Specifications for Highway Construction.
  2. Applicable Roadway and Traffic Design Standards.
  3. ALDOT's manual of Materials, Sources and Devices with Special Acceptance Requirements.
  4. FHWA Manual on Uniform Traffic Control Devices.
- B. The Engineer shall provide survey equipment, photographic equipment, tapes, rulers, field books and other items necessary for the satisfactory performance of work. Quantity and quality of the items shall meet City's approval.
- C. Engineer shall provide other routine items necessary for satisfactory performance of work.

#### 5.0 LIASON:

Engineer shall be responsible for fulfilling all functions required by this Agreement. Engineer's activities and decisions relating to Project are subject to review by the City. Engineer shall provide coordination of activities, correspondence, reports, and other communications related to its responsibilities under this Agreement. Personnel shall not be assigned to Project without approval of City. Construction engineering and inspection forces shall be required of the Engineer at all times when required by the City. If the construction contract is suspended, the Engineer's forces shall be adjusted at the direction of the City to correspond with the type of suspension, either complete suspension or partial suspension.

#### 6.0 COOPERATION AND PERFORMANCE OF THE ENGINEER:

During the period of this Agreement, the City may conduct reviews of various phases of Engineer's operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this Agreement and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with plans, specifications, and contract provisions. The City shall have complete access, at all times, to project site, project office, all project records, and any other Engineer items associated with Project or this Agreement. The Engineer shall cooperate and assist the City representatives when conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by Engineer in conformance with the City's recommendations. The City's remedial recommendation and the Engineer's actions are to be properly documented by the City. The Engineer shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the Engineer's services hereunder contain errors, omissions, or are not compliant with terms of said contract, the Engineer, upon receipt of written notice of such defects from the City, shall correct such errors, omissions, or noncompliance at its own expense.

#### 7.0 REQUIREMENTS:

##### A. General:

It will be Engineer's responsibility to provide services necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract provisions. Engineer shall advise City and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

##### B. Project Inspection:

The Engineer shall provide services to monitor and document Contractor's construction operations. Engineer shall test, observe and document construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans,



specifications and other contract provisions. The City shall monitor any off-site activities and fabrication, if desired. Engineer shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The Engineer shall, in general, perform inspection services in accordance with standard procedures and accepted practices as may be appropriate on a project of this nature.

C. Testing:

Engineer will perform sampling and testing of materials and completed work items to the extent it will assure materials and workmanship incorporated in Project is in reasonable conformity with plans, specifications and contract provisions.

D. Management Engineering Services:

Engineer shall perform management engineering services necessary to: assure proper coordination of activities of parties involved to accomplish completion of project; maintain complete, accurate records of activities and events relating to project; properly document significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to City to resolve disputes that may arise in relation to construction contract; and maintain adequate surveillance of Contractor's activities. Engineer shall perform other management engineering services normally assigned to a project that are required to fulfill the Engineer's responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard procedures, formats and content. Engineer services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for project. Record significant information revealed and decisions made at conference and distribute copies of said minutes to appropriate parties. Engineer may be required to conduct the pre-construction conference.
2. Complete and maintain full and accurate daily record of all activities and events relating to Project. Record work completed by Contractor, including quantities of pay items in conformity with Final Estimate preparation procedures and specifications. Engineer will prepare Monthly Progress Pay Estimates based on the acceptable work performed by contractor each month in accordance with contract pay items and specifications. Engineer shall report to the City changes in pay items, project time, or cost as soon as they become known to Engineer.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the City.
4. Maintain a project log of materials entering into work with proper identification of basis of acceptance for each shipment of material.
5. Maintain project records of sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. Engineer will verify, certify and document work items requiring performance periods (ie: curing period.)
6. Prepare and submit monthly to the City a comprehensive tabulation of quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. Engineer shall consult with the City when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered in construction thru circumstance that may or may not be under control of Contractor, requiring a degree of engineering evaluation and decision. Field problems may involve the following: out of tolerance work, out of specification material, structural defect, accidental damage, underground obstruction, etc. These problems may impact execution, progress, cost or quality of



project. It is of importance problems be resolved expeditiously. Engineer will ensure solutions are pursued and implemented as quickly as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, Engineer will assemble relevant information to include proposals from Contractor. Engineer will document and evaluate these in a concise and orderly manner, by reviewing all information and circumstances. Engineer will make recommendations to the City on a course of action to minimize delays and costs while achieving an acceptable result. Engineer of Record (Designer) or City Engineer, depending on the nature of the proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, Engineer will be responsible for ensuring the City is provided all relevant information and shall appraise and make recommendations to the City of project related circumstances that may have an influence upon the solution. In particular, Engineer shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing Engineer personnel and resources, Engineer shall assess both the technical and contractual implications upon said project of any proposals presented by Contractor. Engineer shall consider likely impacts upon project in regard to costs, delays, potential claims, management, contract administration, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The Engineer shall make these assessments in order to formulate his recommendations and will then forward the said assessments and recommendations to the City, together with proposals from Contractor. The Engineer shall be a liaison and cooperate with the City in resolving any problems. Upon resolution and approval of a technical solution, Engineer will ensure approved remedial measures are completed in a technically competent and satisfactory manner. Engineer will be responsible for contract administration and management normally associated with implementing remedial measures. In situations where Engineer does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, Engineer will formulate his assessment and recommendation and cooperate in resolving the problem. The Engineer shall ensure proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize delays and costs.

9. Engineer will analyze changes to plans, specifications, contract provisions and extra work that appear necessary to fulfill intent of contract. Engineer will recommend changes to the City for approval. Approval must be obtained before changes or extra work.
10. When a modification to the original contract is required, due to a necessary change in character of work, Engineer, in conjunction with the City, shall negotiate prices with Contractor and prepare and submit a recommendation to the City for approval. The City will distribute Supplemental Agreements and obtain required approvals.
11. If Contractor gives written or verbal notice certain work is out of scope of construction contract and intends to claim additional compensation, Engineer will maintain accurate documentation in accordance with contract requirements of cost involved in such work.
12. In the case where Contractor submits a claim for additional compensation, Engineer will analyze submittal in conjunction with the City. Engineer may be required to provide recommendation on validity and reasonableness of requested additional compensation and/or contract time extension. Engineer shall maintain complete and accurate documentation of work involved in such claims.



13. In the case where Contractor submits request for extension of allowable contract time, Engineer will analyze request and prepare recommendation to the City covering accuracy of statements and effect of delaying factors on completion of controlling work items. Engineer will make recommendations weekly, or at other times as necessary, to the City on all delays. This recommendation is needed to justify time extension.
14. Engineer shall prepare and submit to the City a final estimate with documentation and one (1) set of record red-line plans. This task must be completed in a timely manner.
15. At request of the City, Engineer shall assist the City in preparing for litigation hearings that may occur during the term of this Agreement in connection with the project.  
**(Extra Work and not included in Engineer's scope of services or fee proposal.)**
16. Shop drawing/sample submittals will be evaluated by the Engineer. The Engineer will provide a recommendation for approval by the City if satisfactory. Submittals requiring correction will be returned to the Contractor for appropriate changes.
17. If necessary, the Engineer will assist Contractor and utility companies in resolving conflicts so conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations.
18. The Engineer will conduct bi-weekly meetings with Contractor, sub-contractor(s) and/or City to review plans, schedules, problems or other areas of concern. Results of these meetings shall be recorded in project diary.
19. Engineer may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
20. Engineer may be required to respond to inquiries from various persons, i.e., public media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the City of these inquiries.
21. Engineer may be required to provide field construction activities in areas of design engineering for monthly estimates and other engineering required to complete the construction project.

#### 8.0 SUBCONSULTANT SERVICES:

The Engineer will subcontract concrete sampling and testing services to Building and Earth Sciences, Inc. Their proposal, scope of services, and fee schedule is attached as **Appendix A**.

#### 9.0 CLAIMS REVIEW **(Additional Services not included in this Agreement)**:

If Contractor for Project submits a claim for additional compensation and/or time after Engineer has completed this Agreement, Engineer will, by written request from the City, analyze the claim, prepare a recommendation to the City covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services will be mutually agreed between the City and Engineer before performing Services.

- A. Engineer will, upon written request, assist City in preparing for hearings or litigation that occur after Engineer's contract time in connection with Project covered by this Agreement.
- B. Engineer shall, upon written request, provide qualified Engineers, Inspectors and/or Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the City in any litigation or hearings in connection with said construction contract.

#### 10.0 In addition to those obligations set forth in the Agreement, Owner shall:

- 10.0.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.



- 10.0.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 10.0.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- 10.0.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 10.0.5 Furnish Garver a current boundary survey with easements of record plotted for the Project property.
- 10.0.6 Pay all plan review and advertising costs in connection with the Project.
- 10.0.7 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- 10.0.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.
- 10.0.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the Project specific requested information.



2607 Leeman Ferry Road, Suite 5  
 Huntsville, AL 35801  
 Ph: (256) 713-0056  
[www.BuildingAndEarth.com](http://www.BuildingAndEarth.com)

November 29, 2022

Garver, LLC  
 5125A Research Drive  
 Huntsville, Alabama 35805

Attn: Mr. Scott Leach, PE (sleach@garverusa.com)

Subject: Proposal to Provide Construction Materials Testing Services for  
 Joint Repairs on Madison Blvd. over Bradford Creek  
 Madison, Alabama  
 Building & Earth Proposal No.: HV24293 Revision 1

Dear Mr. Leach:

Building & Earth Sciences, Inc. is pleased to provide this proposal for Construction Materials Testing Services for the proposed joint repairs on Madison Boulevard over Bradford Creek in Madison, Alabama. We understand that the proposed joint repairs will include each travel lane of the two bridges at the project location. The project will consist of concrete field and laboratory testing, as requested. Our scope of work and associated cost estimates are presented in the following sections. This proposal was revised in order to include a project fee estimate, as requested by Mr. Leach.

### CONCRETE TESTING SERVICES

An engineering technician can perform concrete field-testing services, including casting specimens for compressive strength testing as well as completing associated field tests in accordance with project specifications. Sets of three 6-inch by 12-inch concrete cylinders will be cast for each pour as required by specifications. We have assumed the following:

- Concrete Placement Testing – 5 visits @ 4 hrs per visit
- Concrete Sample Pickup and Processing – 5 visits @ 2 hrs per visit
- Concrete Compressive Strength Testing - 15 sets of 3 samples, 45 samples total

The associated laboratory testing and project management and administration time is included in this portion of the estimate. Our recommended budget for this portion of the work is **\$3,400**.

Appendix A

Joint Repairs on Madison Blvd. over Bradford Creek (CMT) Madison, AL  
Proposal No: HV24293, November 29, 2022

This budget summary is only an estimate based on the number and length of visits outlined in our assumptions above. The final amount of the contract will be based on the contractor’s schedule and the actual duration and number of visits required to perform the tests and inspections required by the client. Our services will be charged in accordance with the attached Unit Fee Schedule. All visits will be charged portal-to-portal.

**AUTHORIZATION**

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. Any work that is outside of our scope will be billed as additional services in accordance with the attached fee schedule.


Note that our presence on the site does not alleviate the contractor’s contractual responsibility to perform their work in accordance with the project specifications. Our field observations and tests are for the benefit of the client and are not intended to replace the contractor’s responsibility for quality control, or responsibility for the performance of their work. Our presence is not a guarantee or warrantee against future problems.

**CLOSING**

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If a construction schedule is made available to us, we would be glad to further review this proposal to assess the validity of our initial assumptions. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,  
**BUILDING & EARTH SCIENCES, INC.**

  
Brian E. Cooley, PE  
Project Manager

  
Jeffrey C. Pepper, PE  
Chief Engineer

Attachments:    Recommended Budget Estimate  
                         Unit Rate Fee Schedule  
                         Terms and Conditions



<b>BUILDING &amp; EARTH</b>		<b>Building &amp; Earth Sciences, Inc.</b>	
Geotechnical, Environmental, and Materials Engineers		<b>CMT Fee Estimate</b>	
<b>Project Name:</b>	Joint Repairs on Madison Blvd over Bradford Creek		
<b>Proposal Number:</b>	HV24293		
<b>Project location:</b>	Madison, AL		
<b>Schedule information provided by:</b>	Mr. Scott Leach, PE		
<b>Date:</b>	11/28/2022		
<b>Concrete Paving, per Pour</b>	<b>Units/Hours</b>	<b>Rate</b>	<b>Total</b>
Concrete Technician, RT	4	\$ 60.00	\$ 240.00
Cylinder Pickup and Check-In	2	\$ 60.00	\$ 120.00
Concrete Compressive Strength Samples	3	\$ 17.00	\$ 51.00
Project Engineer	0.5	\$ 150.00	\$ 75.00
Administrative Support	0.25	\$ 45.00	\$ 11.25
Mileage, pour and sample pick up	44	\$ 0.585	\$ 25.74
Cost per pour:			\$ 522.99
	<b># of Pours</b>	<b>Cost/pour</b>	<b>Total</b>
Total:	5	\$ 522.99	\$ 2,614.95
Additional Cylinders (15 sets of 3)	45	\$ 17.00	\$ 765.00
<b>Total Concrete Testing Estimate</b>			<b>\$ 3,379.95</b>



Appendix A  
**BUILDING & EARTH SCIENCES, INC.**  
**2022 CMT FEE SCHEDULE**

**PERSONNEL**

Clerical Services .....	\$45.00/hour
Engineering Technician.....	\$60.00/hour
ICC Special Inspector.....	\$100.00/hour
Field/Staff Professional or Engineer.....	\$100.00/hour
Certified Firestopping Inspector.....	\$120.00/hour
Structural Steel/Wood Framing Inspector (CWI/NDT).....	\$125.00/hour
Project Manager.....	\$125.00/hour
Professional Engineer, P.E.....	\$150.00/hour
Sr. Professional Engineer, P.E.....	\$200.00/hour
Project Principal, P.E.....	\$250.00/hour

**LABORATORY TESTING**

Standard Proctor Test ( <i>ASTM D-698 or AASHTO T-99</i> ).....	\$150.00/each
Modified Proctor Test ( <i>ASTM D-1557 or AASHTO T-180</i> ).....	\$175.00/each
Atterberg Limits Determination.....	\$100.00/each
Material Finer than No. 200 Sieve (washed).....	\$100.00/each
Moisture Content Tests .....	\$15.00/each

**CONCRETE AND AGGREGATE TESTING**

Concrete Cylinders .....	\$17.00/each
Grout or Mortar Cubes .....	\$17.00/each
Masonry Prisms .....	\$150.00/each
Floor Flatness/Levelness Testing.....	\$500.00/episode
Concrete Moisture Transmission & pH Test .....	\$50.00/each

**ASPHALT TESTING**

Cutting Cores .....	\$75.00/each
Asphalt Layer Thickness.....	\$50.00/each
Asphalt, Maximum Theoretical Density.....	\$100.00/each
Asphalt, Marshall Stability & Flow.....	\$150.00/each
Asphalt, Extraction/Gradation .....	\$150.00/each

**MISCELLANEOUS**

Mileage.....\$0.585/mile

- The personnel rates will be billed portal to portal, with a 4 hour minimum charge per day.
- Overtime will apply for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 2.0 times the normal unit rates.
- Engineering review of 0.25 hours per report is typically required for report review and incidental consultation. Project coordination time will be billed according to the time required for scheduling.



**EXHIBIT C  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

**Exhibit B - Manday Estimate and Fee Proposal**

**City of Madison Project No. 22-012**

**Joint Repairs on Madison Boulevard Bridges over Bradford Creek**

Prepared on December 5, 2022

We are recommending a budget allowance for CE&I Services on this project based on the following estimates:

<b>LABOR ESTIMATE</b>		<b>Hourly</b>	<b>Estimated</b>		
<b>Employee Classification</b>	<b>Billing Rate</b>		<b>Hours</b>	<b>Total</b>	<b>Comments/Assumptions</b>
Senior Project Manager (E-6)	\$259.00		15	\$3,885	Average of 0.1 hours per calendar day
Professional Civil Engineer (E-4)	\$185.00		45	\$8,325	Average of 0.3 hours per calendar day
Inspector (C-2)	\$140.00		450	\$63,000	Average of 3.0 hours per calendar day
Inspector (C-1)	\$105.00		75	\$7,875	Average of 0.5 hours per calendar day
Senior Technician (T-3)	\$125.00		75	\$9,375	Average of 0.5 hours per calendar day
Land Surveyor (S-5)	\$165.00		0	\$0	No survey work anticipated
2-Man Survey Crew	\$200.00		0	\$0	No survey work anticipated
<b>Total Estimated Labor Charges =</b>				<b>\$92,460</b>	
<b>Estimate of Project Related Direct Costs and Expenses</b>					
	<b>Rate/Unit</b>		<b>Total Units</b>	<b>Total</b>	<b>Comments/Assumptions</b>
Reimbursable Mileage	\$0.585		1,500	\$878	10 miles per Calendar Day = 1,500 miles
Supplies, Copies, Postage, etc.	Varies		N/A	\$75	Total Amount Estimated for other expenses
<b>Sub-total Direct Costs =</b>				<b>\$953</b>	
<b>+ 10% Profit on Expenses =</b>				<b>\$8</b>	
<b>Total Direct Costs =</b>				<b>\$960</b>	
<b>Construction Materials Testing Subconsultant (BE&amp;S, Inc.) =</b>				<b>\$3,400</b>	
<b>+ 5% Sub-Consultant Administration =</b>				<b>\$170</b>	
<b>Total Sub-Consultant Services =</b>				<b>\$3,570</b>	
<b>Grand Total Estimated Budget =</b>				<b>\$96,990</b>	

Note: This Fee Proposal Estimate is based on construction being completed within the 150 Calendar Days allowed for the project. Contractor's NTP expected in late January 2023. We anticipate the majority construction activities taking place in February 2023 through April 2023. We expect 150 Calendar Days to be equivalent to approximately 70 Working Days as defined by ALDOT Standard Specifications for Construction.



**AGREED UPON RATES**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-7	\$370.00
E-6	\$259.00
E-5	\$228.00
E-4	\$185.00
E-3	\$155.00
E-2	\$140.00
E-1	\$115.00
<b>Planners</b>	
P-7	\$370.00
P-6	\$315.00
P-5	\$275.00
P-4	\$240.00
P-3	\$210.00
P-2	\$165.00
P-1	\$135.00
<b>Designers</b>	
D-4	\$170.00
D-3	\$145.00
D-2	\$132.00
D-1	\$105.00
<b>Technicians</b>	
T-3	\$125.00
T-2	\$105.00
T-1	\$95.00
<b>Surveyors</b>	
S-6	\$200.00
S-5	\$165.00
S-4	\$115.00
S-3	\$82.00
S-2	\$68.00
S-1	\$50.00
1-Man Crew (Drone)	\$288.00
1-Man Crew (GPS/Robotics)	\$165.00
2-Man Crew (Survey)	\$200.00
3-Man Crew (Survey)	\$250.00
2-Man Crew (GPS Survey)	\$220.00
3-Man Crew (GPS Survey)	\$265.00

**Construction Observation**

C-4	\$240.00
C-3	\$190.00
C-2	\$140.00
C-1	\$105.00

**Administration**

M-1	\$370.00
X-7	\$370.00
X-6	\$240.00
X-5	\$190.00
X-4	\$135.00
X-3	\$105.00
X-2	\$80.00
X-1	\$55.00

**Intern**

I-1	\$60.00
-----	---------

**RESOLUTION NO. 2023-003-R**

**A RESOLUTION AUTHORIZING MAYOR TO ACCEPT QUOTATION FROM ESRI, INC., FOR SOFTWARE MAINTENANCE SERVICES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from ESRI, Inc., for annual software maintenance support services for the Engineering Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Renewal Quotation" and dated December 19, 2022, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of January 2023.

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

**ATTEST:**

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama



Esri Inc  
380 New York Street  
Redlands CA 92373

**Subject: Renewal Quotation**

**Date:** 12/19/2022  
**To:** Keith Conville  
**Organization:** City of Madison  
Engineering Dept  
**Fax #:** **Phone #:** 256-772-5629

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

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

Quotation #26121432  
Document Date: 12/19/2022

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

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

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

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

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

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

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





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

# Quotation

**Date:** 12/19/2022

**Quotation Number:** 26121432

**Send Purchase Orders To:**

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

**Please include the following remittance address on your Purchase Order:**

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

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

**Customer Number:** 223493

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

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 03/20/2023 End Date: 03/19/2024 Subscription ID: 7288021320	1,500.00	1,500.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/20/2023 End Date: 03/19/2024 Subscription ID: 7288021320	700.00	700.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/20/2023 End Date: 03/19/2024	500.00	500.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	500.00	500.00

**Quotation is valid for 90 days from document date.**

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

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

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



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Redlands, CA 92373  
Phone: + 190936928892889  
Fax #: 909-307-3083

# Quotation

Page 2

**Date:** 12/19/2022

**Quotation Number:** 26121432

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 03/20/2023 End Date: 03/19/2024		
4010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 03/20/2023 End Date: 03/19/2024	500.00	500.00
5010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 03/20/2023 End Date: 03/19/2024	5,000.00	5,000.00
6010	1	165533 ArcGIS Online Mobile Worker Annual Subscription Start Date: 03/20/2023 End Date: 03/19/2024 Subscription ID: 7288021320	350.00	350.00
			<b>Item Subtotal</b>	9,050.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 9,050.00</b>

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



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Phone: + 190936928892889  
Fax #: 909-307-3083

# Quotation

Page 3

Date: 12/19/2022

Quotation Number: 26121432

Item	Qty	Material#	Unit Price	Extended Price
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### Renewal Options:

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

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

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

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

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

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



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Fax #: 909-307-3083

# Quotation

Page 4

**Date:** 12/19/2022    **Quotation No:** 26121432    **Customer No:** 223493

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

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \$9,050.00 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Paul Finley  
Name (Please Print)

Mayor, City of Madison, AL  
Title

**RESOLUTION NO. 2023-004-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH J.W. KENNEDY**

**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 J.W. Kennedy, for boundary and topographic surveying services for a topographic and boundary survey along Gooch Lane, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Additional Survey 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 J.W. Kennedy 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 9th day of January 2023.

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

**ATTEST:**

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

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

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

**J.W. Kennedy**  
And Associates, P.C.  
2835 Huntsville Highway, Fayetteville, Tennessee, 37334  
931-307-1066

Dear Michelle,

For the additional survey work, extending 15' on north side of Gooch Ln, and additional office work to include the preparation of legal descriptions I anticipate approximately 24 hours of additional work at a cost not to exceed \$3,600.00.

Thanks, JW.

**ORDINANCE NO. 2023-007**

**AN ORDINANCE CHANGING THE NAME AND DESIGNATION OF A CERTAIN PUBLIC STREET LOCATED WITHIN THE CITY OF MADISON, ALABAMA**

**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 City of Madison on behalf of The Enfinger Companies for the following public street located within the corporate limits of the City of Madison Alabama be changed from its present name and designation as set forth below:

**Halsey Road** shall be changed to and hereafter designated as **Madison Branch Boulevard**

**SECTION 2.** That the Public Works Department of the City of Madison, Alabama, is hereby authorized and directed by the City Council to prepare and install appropriate street signs renaming and redesignating said street as set out hereinabove.

**SECTION 2.** That all City Departments of the City of Madison, Alabama, shall implement this change, indicating on all official maps of said municipality the change of the street name as set forth above. In addition, thereto, the City Clerk-Treasurer shall cause sufficient copies of this Ordinance as finally adopted to be distributed to all departments of said municipality which shall be affected thereby, including, but not limited to, Fire, Police, Public Works, Engineering, Planning, and Building Departments as well as to all appropriate federal, state, county, and other local agencies and entities requiring notification.

**SECTION 3.** This Ordinance shall become effective upon its adoption and its final publication as required by law.

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

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

**ATTEST:**

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

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

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



April 22, 2022

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

To Whom It May Concern:

Please accept this letter as our request to change the street name of Halsey Drive to Madison Branch Boulevard. We are making this request on behalf of the family who had owned the property for a number of years, who is now no longer affiliated with the property and would prefer that their name would no longer be affiliated.

There are three residents with current addresses on Halsey Drive:

John W Bryson, 10221 Halsey Drive  
Fred Boseck, 10225 Halsey Drive  
Kenton & Cindy Haynes, 10175 Halsey Drive

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Enfinger". The signature is written in a cursive, flowing style.

Jeff Enfinger



**RESOLUTION NO. 2023-036-R****RESOLUTION TO AWARD BID FOR  
REPAIRS TO BRIDGES CROSSING BRADFORD CREEK ON  
MADISON BOULEVARD**

**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 repair of bridges along Madison Boulevard crossing Bradford Creek; 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 December 20th, 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 **Miller and Miller Inc.** have submitted a Bid for the Project, and this bidder 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 **Miller and Miller Inc.** 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 **Miller and Miller Inc.** as the lowest responsible, responsive bidder in the Bid amount of approximately four hundred forty-eight thousand two hundred fifty-seven dollars (\$448,257.00), 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 **Miller and Miller Inc.** of the City's intent to make such aware and are also authorized to

proceed with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

**SECTION 4:** That this award is conditioned upon **Miller and Miller, Inc.** completing and submitting to the City such documents, information and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39 and the Contract contemplated therein.

**SECTION 5.** That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama with **Miller and Miller, Inc.** for execution of the Project for the amount set fourth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

**SECTION 6:** That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Miller and Miller, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED AND ADOPTED** this 9th day of January 2023.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of January 2023.

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

*City of Madison, Alabama*  
*Finance Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2022-012-ITB / BRIDGE REPAIR MADISON BOULEVARD**  
*Issued November 17, 2022*

**AGREEMENT FOR GENERAL CONTRACTING SERVICES**

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

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

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree in regard to a public works project (hereinafter the "Project") as described in the Invitation to Bid.

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

**ARTICLE I. GENERALLY**

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

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

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

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

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

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

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

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.

3. The terms “include,” “including,” and similar terms are construed as if followed by the phrase, “without being limited to”.
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
6. No inference in favor of or against any party shall be drawn from the fact that such party or such party’s counsel has drafted any portion hereof.
7. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
8. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

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

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

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

**I. Alabama Immigration Law.** By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor has provided a written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the “Immigration Law Compliance Statement” which is included in the Invitation to Bid.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

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

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

**A. Contract Price.** The City will pay and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **four hundred forty-eight thousand two hundred fifty-seven dollars (\$448,257.00)**.

**B. Estimated Quantities and Unit Prices.** If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Bid are unit prices. The estimated quantities as stated in the Bid and as indicated on the plans are approximate only; are subject either to increase or decrease; and are only for the purpose of comparing on a uniform basis the Bids offered for the Project under this Contract. Contractor further agrees that, should the quantities of any of the items of the work be increased, it will perform the additional work at the unit prices set out in the Bid and that, should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

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

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

**D. Payments to Contractor, Retainage.** City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project

completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

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

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

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

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

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

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

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

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the

City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof pursuant to *Ala. Code* §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance, or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

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

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

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

1. Minor changes for a total monetary amount less than that required for competitive bidding.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.
4. Changes provided for in the original bidding and original Contract as alternates.
5. Changes of items not contemplated or foreseen when the plans and specifications were prepared and the Project was advertised, which are in the public interest, and which generally do not exceed ten percent (10%) of the Contract Price, subject to Alabama Bid Law exceptions.

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

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

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



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

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

**H. Contingency.** The contract sum includes a fifty thousand dollar (\$50,000) contingency for use by the City to cover scope growth or revisions resulting from City directives, revisions to the contract due to missing design, or for other changes to the project. Contractor must receive written approval from the City in order to use the contingency amount for a revision or scope change. At any time, the City may elect to increase the contract volume in lieu of using this contingency, and such direction will be at the discretion of the City. Any contingency remaining at project completion will be deducted via change order and returned to the City.

### ARTICLE III. TIME

**A. Time for Completion.** The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within 150 days from being provided a Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

**E. Time of the Essence; Liquidated Damages.** The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, *time is of the essence*. The Project contracted hereunder shall be fully completed no later than June 2, 2023. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended by properly executed Change Order, it is understood and agreed that the City will deduct from the partial or final payments to the Contractor, or otherwise charge to the Contractor, **eight hundred fifty dollars (\$850.00)** per calendar day if the work remains incomplete after one-hundred days from issuance of the Notice to Proceed, and the City will continue to withhold liquidated damages until the project reaches substantial completion.

The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof. It is understood and agreed by the parties that the above deduction is not a penalty, but money due to reimburse the City for inconvenience and damage to the general public due to the delay in the completion of the Project and is reasonable amount intended to compensate the City for increased time in administering the contract, supervision, inspection, and management, particularly that management and inspection which requires maintaining normal field project management forces for a longer time on any construction operation or phase than originally contemplated when the contract period was agreed upon in the contract.

The collection of liquidated damages by the City shall not constitute an election or waiver by the City of recovery of additional delay or non-delay-related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damages clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.

#### **ARTICLE IV. WORK AND MATERIALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**P. Construction Staking.** If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in

accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

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

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

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

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

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

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

**T. Environmental Clause/Covenant.** In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney's fees and expenses) arising out of the



presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

## ARTICLE V. INSURANCE, LIABILITY

### A. Contractor's Insurance.

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

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

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

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

to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.

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

**B. Insurance.**

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

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall

require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

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

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

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

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

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

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

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

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

**E. Errors and Omissions.** Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII. PROJECT COMPLETION**

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

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

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

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

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

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

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

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

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

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

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

1. Evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.

2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the Contract and with the consent of the surety for release of final payment. If any subcontractor refuses to furnish such a release, Contractor may, with the consent of the City representative, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion, including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. In accordance with Ala. Code §39-2-12(c), a Non-Resident Contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

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

## ARTICLE VIII. WARRANTY AND GUARANTEES

### A. Warranty and Guarantee.

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

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

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

**B. Correction of Defective Work During Warranty/Guarantee Period.** Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City



has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

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

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

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

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

**ARTICLE IX. LAWS, PERMITS**

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

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

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor’s failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

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

**ARTICLE X. MISCELLANEOUS**

**A. Notice and Service Thereof.**

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

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

**All notices to Contractor shall be addressed as follows:**  
 Mark O Seeley, Corp Secretary  
 Miller & Miller, Inc.  
 2106 Miller Ferry Way  
 Huntsville, AL 35801

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

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.
3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any

member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.

6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
  - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
  - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

**C. No Waiver of Rights.** Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

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

conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. However, in no event shall any portion of this Agreement be assigned to an unsuccessful Bidder whose Bid was rejected because he or she was not a responsible or responsive Bidder.

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

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

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

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

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

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

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

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

**ATTEST:**

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

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

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

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

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

*Miller & Miller, Inc.*

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

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

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

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Miller & Miller, Inc., is signed to the foregoing instrument, and who is known to me, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

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

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repair of Madison Boulevard Bridges over Bradford Creek  
Issued November 17, 2022

BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: M. Miller & M. Miller Inc.

Business Address: 2106 M. Miller Ferry Way  
Huntsville, AL 35801

Business Phone: 256-882-6200 Company's E-mail: miller-miller-inc.com

Authorized Representative: Mark O Seelay

Title: Corp Secretary

Representative Phone: 256-882-6200 (work) 256-759-2856 (cell)

Representative's Email Address(es): mseelay@miller-miller-inc.com

B. BIDDER'S LICENSE INFORMATION: See Section 9(a) of Bid Packet.

License Class & Bid Limit:

Unlimited

Alabama General Contractor No.: 4166

Alabama General Contractor Specialty: H/RR, Heavy & Railroad, HS, Highways & Streets  
MO, Municipal & Utility, BC, Building Constr.

Alabama General Contractor License Major Categories:

(1) H/RR Heavy & Railroad

(2) HS Highway & Streets

**COPY OF BIDDER'S GENERAL CONTRACTOR LICENSE MUST ACCOMPANY THIS BID SUBMISSION  
OR IT WILL BE REJECTED.**

**C. ADDENDA**

Bidder hereby acknowledges receipt of each following Addendum: No(s) 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract, and the Bidder further agrees that this Bid includes all impacts and costs resulting from said Addenda.

**D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS**

Because the City is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid on any area or on the entire Project shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the City. Bidder acknowledges City's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption for use on the Project, subject to the review of the City Attorney and the Director of Finance.

**E. BID GUARANTY**

Attached hereto is a BID BOND/CASHIER'S CHECK (circle one) issued by See Attached in the amount of \$ 5% of Bid as full satisfaction of the Bid Guaranty requirement contained in the Invitation to Bid.

**F. BIDDER'S DECLARATION AND UNDERSTANDING**

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder further declares that he has carefully examined the sample contract for the Work and has checked and verified the completeness of the Contract; that he has personally inspected the drawings and specifications included in the bid packet; and that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the Work, quantities of equipment and materials, as included herein, are brief and are intended only to indicate the general nature of the Work and the Project. Bidder also declares that this Bid is made according to the provisions and terms of the Contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities installed at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.

**G. CONTRACT COMPLETION TIME**

Bidder further agrees to begin the Work on the date stated in the Notice to Proceed and to fully complete the Work, in all respects, within the time specified in the Contract for completion, subject to Change Orders and any other lawful adjustments made to the Contract terms after execution.

H. EXPERIENCE

Bidder agrees to furnish information for at least three (3) references in order to establish its experience completing similar projects for clients within the last five (5) years.

I. PERFORMANCE OF WORK

In the event subcontracting of any portion of the Work is contemplated by Bidder, for each subcontractor Bidder shall provide with his Bid Submittal the name and address of the subcontractor and a description of the portion of the Work to be performed.

IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 20<sup>th</sup> day of December, 2022.

Miller & Miller Inc.  
Legal Name of Bidder

By: [Signature]

Its: Corp Secretary

Date: 12/20/22



STATE OF Alabama

§  
§  
§

COUNTY OF Madison

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mark O Seely, whose name as Corp Secretary of Miller & Miller Inc. is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

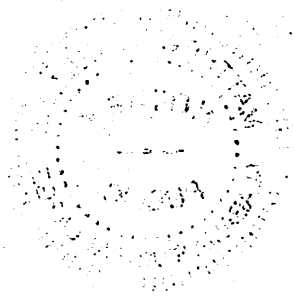
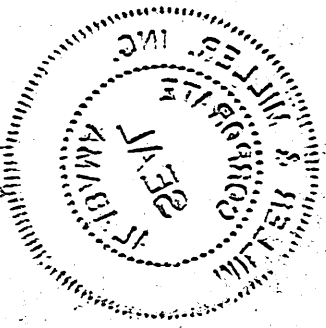
Given under my hand and official seal this 20<sup>th</sup> day of December, 2022.



[Signature]  
Notary Public

MY COMMISSION EXPIRES 8-18-2026





ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

**INVITATION TO BID**

**#2022-012 ITB | Repairs to Madison Boulevard Bridges over Bradford Creek**

Issued 12/20/22

**BIDDER PRICING SHEET**

BIDDER NAME: M. Miller & Miller Inc.

ADDRESS: 2106 Miller Ferry Way

CITY/STATE/ZIP: Huntsville, Ala. 35801


Item	Description	Unit	Qty.	Unit Cost	Item Cost
1	Removing Bridge Deck (Partial Only)	SQYD	150	\$ 1,005. <sup>00</sup>	\$ 150,750. <sup>00</sup>
2	Structural Steel	LB	12230	\$ 4. <sup>50</sup>	\$ 55,035. <sup>00</sup>
3	Bridge Concrete, Class B	CUYD	25	\$ 2,650. <sup>00</sup>	\$ 66,250. <sup>00</sup>
4	Mobilization	LS	1	\$ 42,000. <sup>00</sup>	\$ 42,000. <sup>00</sup>
5	Geometric Controls	LS	1	\$ 1,500. <sup>00</sup>	\$ 1,500. <sup>00</sup>
6	Solid Temporary Traffic Stripe (Tape)	LIN FT	2200	\$ 3. <sup>00</sup>	\$ 6,600. <sup>00</sup>
7	Broken White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 5. <sup>00</sup>	\$ 2,750. <sup>00</sup>
8	Solid White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. <sup>00</sup>	\$ 4,400. <sup>00</sup>
9	Solid Yellow, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. <sup>00</sup>	\$ 4,400. <sup>00</sup>
10	Solid Traffic Stripe Removed (Tape)	LIN FT	2200	\$ 3. <sup>00</sup>	\$ 6,600. <sup>00</sup>
11	Pavement Markers, Class A-H, Type 2-C	EACH	14	\$ 8. <sup>00</sup>	\$ 112. <sup>00</sup>
12	Portable Concrete Safety Barriers, Type 6	LIN FT	530	\$ 40. <sup>00</sup>	\$ 21,200. <sup>00</sup>
13	Portable Concrete Safety Barriers, Type 6-A	LIN FT	20	\$ 75. <sup>00</sup>	\$ 1,500. <sup>00</sup>
14	Portable Impact Attenuator Assembly	EACH	2	\$ 12,500. <sup>00</sup>	\$ 25,000. <sup>00</sup>


15	Construction Signs	906	SQFT	\$ 10.00	\$ 9,060.00
16	Channelizing Drum	50	EACH	\$ 70.00	\$ 3,500.00
17	Cones (36 Inches High)	25	EACH	\$ 50.00	\$ 1,250.00
18	Barricades, Type III	18	EACH	\$ 350.00	\$ 6,300.00
19	Warnings Lights, Type B	20	EACH	\$ 340.00	\$ 6,800.00
20	Ballast For Cone	25	EACH	\$ 10.00	\$ 250.00
21	Portable Sequential Arrow and Chevron Sign Unit	2	EACH	\$ 4,000.00	\$ 8,000.00
22	CONTINGENCY	1	LS	\$ 25,000.00	\$25,000
<b>TOTAL COST</b>					<b>\$ 448,257.00</b>

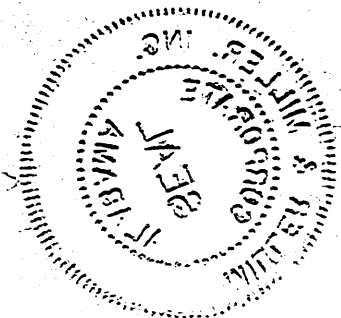
**NOTE: BIDDER MUST ATTACH GENERAL CONTRACTORS LICENSE, CERTIFICATE OF INSURANCE, AND PROOF OF ENROLLMENT IN E-VERIFY.**

I, Mark O Sealey, as Corp Secretary  
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22  
 Date

  
 Signature of Authorized Representative





City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

**INVITATION TO BID**

#2022-012 ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

**BIDDER PRICING SHEET**

BIDDER NAME: M. Miller & Miller Inc.

ADDRESS: 2106 Miller Ferry Way

CITY/STATE/ZIP: Huntsville, Ala. 35801

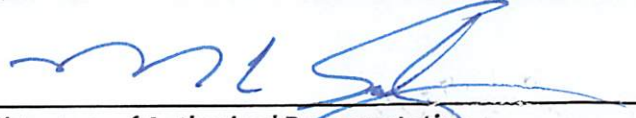
Item	Description	Unit	Qty.	Unit Cost	Item Cost
1	Removing Bridge Deck (Partial Only)	SQYD	150	\$ 1,005. <sup>00</sup>	\$ 150,750. <sup>00</sup>
2	Structural Steel	LB	12230	\$ 4. <sup>50</sup>	\$ 55,035. <sup>00</sup>
3	Bridge Concrete, Class B	CUYD	25	\$ 2,650. <sup>00</sup>	\$ 66,250. <sup>00</sup>
4	Mobilization	LS	1	\$ 42,000. <sup>00</sup>	\$ 42,000. <sup>00</sup>
5	Geometric Controls	LS	1	\$ 1,500. <sup>00</sup>	\$ 1,500. <sup>00</sup>
6	Solid Temporary Traffic Stripe (Tape)	LIN FT	2200	\$ 3. <sup>00</sup>	\$ 6,600. <sup>00</sup>
7	Broken White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 5. <sup>00</sup>	\$ 2,750. <sup>00</sup>
8	Solid White, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. <sup>00</sup>	\$ 4,400. <sup>00</sup>
9	Solid Yellow, Class W, Type A Traffic Stripe	LIN FT	550	\$ 8. <sup>00</sup>	\$ 4,400. <sup>00</sup>
10	Solid Traffic Stripe Removed (Tape)	LIN FT	2200	\$ 3. <sup>00</sup>	\$ 6,600. <sup>00</sup>
11	Pavement Markers, Class A-H, Type 2-C	EACH	14	\$ 8. <sup>00</sup>	\$ 112. <sup>00</sup>
12	Portable Concrete Safety Barriers, Type 6	LIN FT	530	\$ 40. <sup>00</sup>	\$ 21,200. <sup>00</sup>
13	Portable Concrete Safety Barriers, Type 6-A	LIN FT	20	\$ 75. <sup>00</sup>	\$ 1,500. <sup>00</sup>
14	Portable Impact Attenuator Assembly	EACH	2	\$ 12,500. <sup>00</sup>	\$ 25,000. <sup>00</sup>

15	Construction Signs	906	SQFT	\$ 10. <sup>00</sup>	\$ 9,060. <sup>00</sup>
16	Channelizing Drum	50	EACH	\$ 70. <sup>00</sup>	\$ 3,500. <sup>00</sup>
17	Cones (36 Inches High)	25	EACH	\$ 50. <sup>00</sup>	\$ 1,250. <sup>00</sup>
18	Barricades, Type III	18	EACH	\$ 350. <sup>00</sup>	\$ 6,300. <sup>00</sup>
19	Warnings Lights, Type B	20	EACH	\$ 340. <sup>00</sup>	\$ 6,800. <sup>00</sup>
20	Ballast For Cone	25	EACH	\$ 10. <sup>00</sup>	\$ 250. <sup>00</sup>
21	Portable Sequential Arrow and Chevron Sign Unit	2	EACH	\$ 4,000. <sup>00</sup>	\$ 8,000. <sup>00</sup>
22	CONTINGENCY	1	LS	\$ 25,000. <sup>00</sup>	\$25,000
TOTAL COST					\$ 448,257. <sup>00</sup>

NOTE: BIDDER MUST ATTACH GENERAL CONTRACTORS LICENSE, CERTIFICATE OF INSURANCE, AND PROOF OF ENROLLMENT IN E-VERIFY.

I, Mark O Seelay, as Corp Secretary  
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22  
 Date

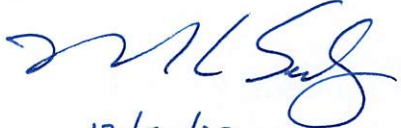
  
 Signature of Authorized Representative

PROJECT 22-012  
JOINT REPAIRS ON MADISON BOULEVARD BRIDGES OVER BRADFORD CREEK

SUMMARY OF QUANTITIES					
Item #	Item	Qty.	Unit	Unit Price	Extension
1	Removing Bridge Deck (Partial Only)	150	SQYD	\$ 1,005.00	\$ 150,750.00
2	Structural Steel	12230	LB	\$ 4.50	\$ 55,035.00
3	Bridge Concrete, Class B	25	CUYD	\$ 2,650.00	\$ 66,250.00
4	Mobilization	1	LS	\$ 42,000.00	\$ 42,000.00
5	Geometric Controls	1	LS	\$ 1,500.00	\$ 1,500.00
6	Solid Temporary Traffic Stripe (Tape)	2200	LIN FT	\$ 3.00	\$ 6,600.00
7	Broken White, Class W, Type A Traffic Stripe	550	LIN FT	\$ 5.00	\$ 2,750.00
8	Solid White, Class W, Type A Traffic Stripe	550	LIN FT	\$ 8.00	\$ 4,400.00
9	Solid Yellow, Class W, Type A Traffic Stripe	550	LIN FT	\$ 8.00	\$ 4,400.00
10	Solid Traffic Stripe Removed (Tape)	2200	LIN FT	\$ 3.00	\$ 6,600.00
11	Pavement Markers, Class A-H, Type 2-C	14	EACH	\$ 8.00	\$ 112.00
12	Portable Concrete Safety Barriers, Type 6	530	LIN FT	\$ 40.00	\$ 21,200.00
13	Portable Concrete Safety Barriers, Type 6-A	20	LIN FT	\$ 75.00	\$ 1,500.00
14	Portable Impact Attenuator Assembly (Unidirectional, TL-3)	2	EACH	\$ 12,500.00	\$ 25,000.00
15	Construction Signs	906	SQFT	\$ 10.00	\$ 9,060.00
16	Channelizing Drums	50	EACH	\$ 70.00	\$ 3,500.00
17	Cones (36 Inches High)	25	EACH	\$ 50.00	\$ 1,250.00
18	Barricades, Type III	18	EACH	\$ 350.00	\$ 6,300.00
19	Warning Lights, Type B	20	EACH	\$ 340.00	\$ 6,800.00
20	Ballast For Cone	25	EACH	\$ 10.00	\$ 250.00
21	Portable Sequential Arrow And Chevron Sign Unit	2	EACH	\$ 4,000.00	\$ 8,000.00
<b>SUB-TOTAL</b>					<b>\$ 423,257.00</b>
22	CONTINGENCY	1	LS		\$ 25,000.00
<b>SUBTOTAL</b>					<b>\$ 423,257.00</b>
<b>CONTINGENCY</b>					<b>\$ 25,000.00</b>
<b>TOTAL BID</b>					<b>\$ 448,257.00</b>

**Bidder Name:**

M. Hler & M. Hler Inc.  
2106 M. Hler Ferry Way  
Huntsville, Alabama 35801

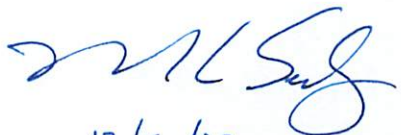
  
12/20/22

PROJECT 22-012  
JOINT REPAIRS ON MADISON BOULEVARD BRIDGES OVER BRADFORD CREEK

SUMMARY OF QUANTITIES					
Item #	Item	Qty.	Unit	Unit Price	Extension
1	Removing Bridge Deck (Partial Only)	150	SQYD	\$ 1,005.00	\$ 150,750.00
2	Structural Steel	12230	LB	\$ 4.50	\$ 55,035.00
3	Bridge Concrete, Class B	25	CUYD	\$ 2,650.00	\$ 66,250.00
4	Mobilization	1	LS	\$ 42,000.00	\$ 42,000.00
5	Geometric Controls	1	LS	\$ 1,500.00	\$ 1,500.00
6	Solid Temporary Traffic Stripe (Tape)	2200	LIN FT	\$ 3.00	\$ 6,600.00
7	Broken White, Class W, Type A Traffic Stripe	550	LIN FT	\$ 5.00	\$ 2,750.00
8	Solid White, Class W, Type A Traffic Stripe	550	LIN FT	\$ 8.00	\$ 4,400.00
9	Solid Yellow, Class W, Type A Traffic Stripe	550	LIN FT	\$ 8.00	\$ 4,400.00
10	Solid Traffic Stripe Removed (Tape)	2200	LIN FT	\$ 3.00	\$ 6,600.00
11	Pavement Markers, Class A-H, Type 2-C	14	EACH	\$ 8.00	\$ 112.00
12	Portable Concrete Safety Barriers, Type 6	530	LIN FT	\$ 40.00	\$ 21,200.00
13	Portable Concrete Safety Barriers, Type 6-A	20	LIN FT	\$ 75.00	\$ 1,500.00
14	Portable Impact Attenuator Assembly (Unidirectional, TL-3)	2	EACH	\$ 12,500.00	\$ 25,000.00
15	Construction Signs	906	SQFT	\$ 10.00	\$ 9,060.00
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19	Warning Lights, Type B	20	EACH	\$ 340.00	\$ 6,800.00
20	Ballast For Cone	25	EACH	\$ 10.00	\$ 250.00
21	Portable Sequential Arrow And Chevron Sign Unit	2	EACH	\$ 4,000.00	\$ 8,000.00
<b>SUB-TOTAL</b>					<b>\$ 423,257.00</b>
22	CONTINGENCY	1	LS		\$ 25,000.00
<b>SUBTOTAL</b>					<b>\$ 423,257.00</b>
<b>CONTINGENCY</b>					<b>\$ 25,000.00</b>
<b>TOTAL BID</b>					<b>\$ 448,257.00</b>

Bidder Name:

M. Hiler & M. Hiler Inc.  
2106 M. Hiler Ferry Way  
Huntsville, Alabama 35801

  
12/20/22



City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: M. Her & M. Her Inc.

ADDRESS: 2106 M. Her Ferry Way

CITY/STATE/ZIP: Huntsville, Alabama 35801

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

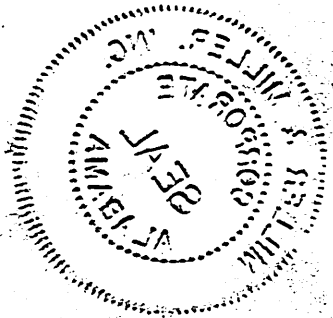
I hereby attach E Verify, Memo of Understanding as proof of Bidder's enrollment in E-Verify.

I, Mark O Seeley, as Corp Secretary for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22  
Date

[Signature]  
Signature of Authorized Representative





City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

DISCLOSURE STATEMENT

BIDDER NAME: Miller & Miller Inc.

ADDRESS: 2106 Miller Ferry Way

CITY/STATE/ZIP: Huntsville, Ala. 35801

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?

Yes  No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

N/A

2. Do you understand and acknowledge that:

a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds **unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;**

b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and

c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into?

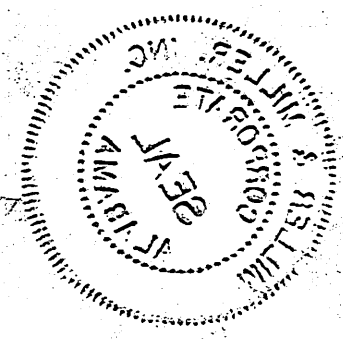
Yes  No

I, Mark O Seelley, as Corp Secretary  
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22  
Date

[Signature]  
Signature of Authorized Representative





City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued 12/20/22

STATEMENT OF NON-COLLUSION

BIDDER NAME: Mitler & Mitler Inc.

ADDRESS: 2106 Mitler Ferry Way

CITY/STATE/ZIP: Huntsville, AL 35801

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. See Ala. Code § 39-2-2(c) (1975).

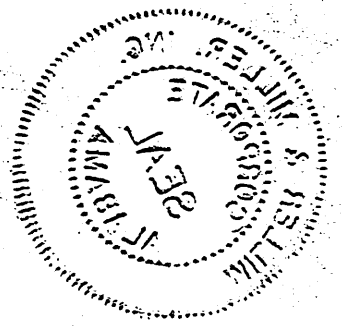
Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Mark O Seely, as Corp Secretary  
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12/20/22  
Date

[Signature]  
Signature of Authorized Representative





# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Miller & Miller, Inc.  
2106 Miller Ferry Way, Huntsville, AL 35801

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland  
1299 Zurich Way, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Madison, Alabama

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid  
Dollars (\$ 5% of Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

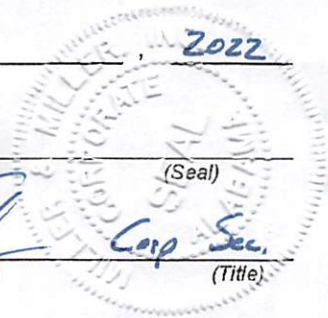
WHEREAS, the Principal has submitted a bid for #2022-012 ITB Repair of Madison  
Blvd Bridges over Bradford Creek

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20<sup>th</sup> day of December, 2022

[Signature]  
(Witness)

Miller & Miller, Inc.  
(Principal) (Seal)  
By: [Signature] Corp. Sec. (Title)  
Mark Seebay



[Signature]  
Renee Ellis (Witness)

Fidelity and Deposit Company of Maryland  
(Surety) (Seal)  
By: [Signature] (Title)  
Attorney-in-Fact Billie Jo Sanders



STATE OF MICHIGAN

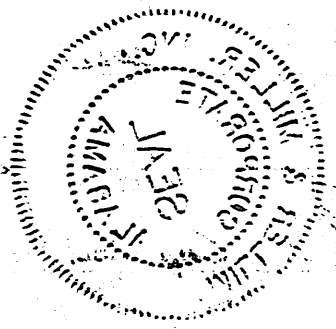
IN SENATE,  
January 14, 1914.

REPORT OF THE  
COMMISSIONER OF THE  
DEPARTMENT OF  
CORRECTIONS

FOR THE YEAR  
ENDING DECEMBER  
31, 1913

REPORT OF THE  
COMMISSIONER OF THE  
DEPARTMENT OF  
CORRECTIONS

FOR THE YEAR  
ENDING DECEMBER  
31, 1913



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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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, 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 and Milton A. KOPF, 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 13th day of November, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Eric D. Barnes

Gerald F. Haley

Secretary  
Eric D. Barnes  
State of Maryland  
County of Baltimore

Vice President  
Gerald F. Haley

On this 13th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, 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

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**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, Vice President 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



*Michael Bond*

Michael Bond, Vice President

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division

INVITATION TO BID

#2022-012-ITB | Repairs to Madison Boulevard Bridges over Bradford Creek

Issued \_\_\_\_\_

(See attached  
B.d Bond)

BID BOND

PRESENTED TO THE CITY OF MADISON, ALABAMA

MS  
12/20/22

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal and Surety, are hereby held and firmly bound unto the City of Madison, Alabama, a municipal corporation, as Obligee, hereinafter called "the City," in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and for payment of such sum, well and truly to be made, said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The above obligation is made on the condition of Principal submitting to the City a certain Bid, the same being attached hereto and made a part hereof, to enter into a contract in writing with the City for the following Project:

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Architect or Engineer: \_\_\_\_\_

Project Number: \_\_\_\_\_

NOW, THEREFORE, if said Bid shall be rejected, or, in the alternative, if said Bid shall be awarded and the Principal shall execute and deliver a Contract in the form specified in the Invitation to Bid for the above-referenced Project, and shall execute and deliver the Performance Bond and Payment Bond as required in the Contract and submit the insurance certifications as required by the Contract and fulfill all other qualifications and requirements of the Contract and Bid specifications and shall in all other respects perform according to the Contract, then this obligation shall be void. Otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their authorized representatives.

(See Attached Bid Bond) MS 12/20/22

WITNESS:

\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SURETY:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Attorney-in-Fact

**NOTE:** All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

**NOTE:** In lieu of a Corporate Surety, Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Madison, Alabama, in an amount equal to five percent (5%) of the amount bid but in no instance more than \$10,000.00.

# STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 4166  
TYPE: RENEWAL

## State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**MILLER & MILLER INC**  
**HUNTSVILLE, AL 35801**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

14th day of April, 2022  
SECRETARY-TREASURER

*Michael B. Tew*

*Paul A. Carter, Jr.*

CHAIRMAN

182473



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 311572

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Miller & Miller, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative





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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 311572

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 311572

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 311572

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 311572

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Miller & Miller, Inc.

**Mary E Pruitt**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/15/2010

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/15/2010

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 311572

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: Miller & Miller, Inc.

Company Facility Address: 2106 Miller Ferry Way

Huntsville, AL 35801

Company Alternate  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County or Parish: MADISON

Employer Identification

Number: 630434945

North American Industry  
Classification Systems

Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- ALABAMA 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 311572

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

<b>Name:</b>	<b>Mark E Miller</b>	<b>Fax Number:</b>	<b>(256) 882 - 2864</b>
<b>Telephone Number:</b>	<b>(256) 882 - 6200</b>		
<b>E-mail Address:</b>	<b>mmiller@miller-miller-inc.com</b>		

**RESOLUTION NO. 2023-001-R**

**A RESOLUTION TO CORRECT RESOLUTION NUMBER 2022-129-R ADOPTED NOVEMBER 28, 2022 AND ASSIGN AN UNDUPLICATED RESOLUTION NUMBER**

**WHEREAS**, on November 28, 2022, the City of Madison adopted Resolution Number 2022-129-R assigning new positions and general classifications for certain positions; and

**WHEREAS**, due to a scrivener’s error, the Human Resources Department submitted the resolution with a duplicate resolution number already assigned to a previous job classification change (i.e., Resolution Number 2022-129-R);

**NOW THEREFORE BE IT RESOLVED** by the City Council of Madison, Alabama, the Council readopts these changes to be made to the Class Plans, to be effective the beginning of the pay period following adoption of the resolution:

**New Positions, General Classification Plan:**

- Crime Analyst Grade 10
- Construction Project Manager Grade 11
- Facilities Director Grade 16

**Title Only Changes, General Classification Plan:**

- Communications Specialist to Communications and External Affairs Officer
- Communications Manager (Police) to Public Safety Communications Manager

**READ, PASSED, AND ADOPTED** this 9th day of January 2023.

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

**ATTEST:**

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

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

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

**ORDINANCE NO. 2023-035**

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2022-287 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, AND ADOPTED BY THE MADISON CITY COUNCIL ON NOVEMBER 14, 2022, IN ORDER TO CORRECT AN OVERSIGHT IN THE LEGAL DESCRIPTION**

**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 9<sup>th</sup> day of January 2023.

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

**ATTEST:**

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

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

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

EXHIBIT A



EXHIBIT B: Legal Description of Property

COMMON AREA – CLIFT FARM PHASE 7B DESCRIPTION

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 THE COMMON AREA AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 7B, AS RECORDED IN PLAT BOOK 2022, PAGE 99 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF TRACT 16 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 92.47 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 1.50 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 37.52 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.5 FEET AND A DELTA ANGLE OF 48 DEGREES 19 MINUTES 22 SECONDS A DISTANCE OF 32.47 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 20 MINUTES 56 SECONDS EAST, 31.52 FEET) TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 33 DEGREES 09 MINUTES 40 SECONDS A DISTANCE OF 51.22 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 37 DEGREES 36 MINUTES 26 SECONDS EAST, 50.51 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 295.50 FEET AND A DELTA ANGLE OF 10 DEGREES 44 MINUTES 09 SECONDS A DISTANCE OF 55.37 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 39 MINUTES 52 SECONDS EAST, 55.29 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 10 DEGREES 17 MINUTES 48 SECONDS EAST A DISTANCE OF 39.98 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 61 DEGREES 59 MINUTES 30 SECONDS WEST A DISTANCE OF 239.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.



COMMON AREA "A" – CLIFT FARM PHASE 1  
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 A PART OF COMMON AREA "A" AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF TRACT 4 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 161.85 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST A DISTANCE OF 35.04 FEET TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 30.14 FEET TO A POINT.

THEN SOUTH 12 DEGREES 39 MINUTES 38 SECONDS EAST A DISTANCE OF 35.04 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 10.39 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH AS A RADIUS OF 63.00 FEET AND A DELTA ANGLE OF 48 DEGREES 31 MINUTES 45 SECONDS A DISTANCE OF 53.36 FEET (A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 33 MINUTES 26 SECONDS WEST, 51.78 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN NORTH 12 DEGREES 17 MINUTES 36 SECONDS WEST, 138.66 FEET TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 62 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 290.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.45 ACRES MORE OR LESS.

UNCLE FRANK BOULEVARD RIGHT OF WAY  
STATE OF ALABAMA:  
MADISON COUNTY:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER 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.

THEN FROM THE POINT OF BEGINNING SOUTH 12 DEGREES 30 MINUTES 39 SECONDS EAST A DISTANCE OF 446.91 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 32 DEGREES 18 MINUTES 34 SECONDS EAST, 98.23 FEET TO A POINT.

THEN, SOUTH 52 DEGREES 06 MINUTES 29 SECONDS EAST A DISTANCE OF 94.57 FEET TO A POINT.

THEN SOUTH 57 DEGREES 55 MINUTES 33 SECONDS EAST A DISTANCE OF 73.25 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT 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 SOUTH 80 DEGREES 13 MINUTES 06 SECONDS EAST, 29.21 FEET TO A POINT.

THEN SOUTH 28 DEGREES 02 MINUTES 36 SECONDS EAST A DISTANCE OF 86.76 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 25 DEGREES 07 MINUTES 34 SECONDS A DISTANCE OF 38.81 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 16 MINUTES 11 SECONDS WEST, 38.50 FEET) TO A POINT.

THEN SOUTH 12 DEGREES 17 MINUTES 36 SECONDS EAST A DISTANCE OF 198.08 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 63.00 FEET AND A DELTA ANGLE OF 48 DEGREES 31 MINUTES 45 SECONDS A DISTANCE OF 53.36 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 33 MINUTES 26 SECONDS EAST, 51.78 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 72.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 138.70 FEET TO A POINT.

THEN LEAVING SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 53 DEGREES 09 MINUTES 06 SECONDS A DISTANCE OF 82.10 FEET (A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 16 MINUTES 57 SECONDS EAST, 79.19 FEET TO A POINT.

THEN NORTH 12 DEGREES 17 MINUTES 36 SECONDS WEST A DISTANCE OF 28.12 FEET TO A POINT.

THEN NORTH 10 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 102.43 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 295.50 FEET AND A DELTA ANGLE OF 10 DEGREES 44 MINUTES 09 SECONDS A DISTANCE OF 55.37 FEET (A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 39 MINUTES 52 SECONDS WEST, 55.29 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE O THE LEFT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 33 DEGREES 09 MINUTES 19 SECONDS A DISTANCE OF 51.21 FEET (A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 36 MINUTES 36 SECONDS WEST A DISTANCE OF 50.50 FEET TO A POING.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 38.50 FEET AND A DELTA ANGLE OF 48 DEGREES 19 MINUTES 22 SECONDS A DISTANCE OF 32.47 FEET (A CHORD BEARING AND DISTANCE OF NORTH 78 DEGREES 20 MINUTES 56 SECONDS WEST, 31.52 FEET) TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 37.52 FEET TO A POINT.

THEN NORTH 13 DEGREES 36 MINUTES 44 SECONDS WEST A DISTANCE OF 66.55 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 23.50 FEET AND A DELTA ANGLE OF 104 DEGREES 26 MINUTES 30 SECONDS A DISTANCE OF 42.84 FEET (A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 06 MINUTES 46 SECONDS EAST, 37.15 FEET TO A POINT.

THEN NORTH 52 DEGREES 06 MINUTES 29 SECONDS WEST A DISTANCE OF 59.49 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 205.00 FEET AND A DELT ANGLE OF 39 DEGREES 35 MINUTES 50 SECONDS A DISTANCE OF 141.68 FEET (A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 18 MINUTES 34 SECONDS WEST, 138.87 FEET TO A POINT.

THEN NORTH 12 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 446.91 FEET TO A POINT.

THEN NORTH 77 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.85 ACRES MORE OR LESS.

PUBLIX SITE  
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 LOT TRACT 3 AND A PART OF TRACT 3A 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 NORTH 77 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 279.92 FEET TO THE NORTHWEST CORNER OF TRACT 3A.

THEN 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.

**RESOLUTION NO. 2023-005-R**

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

**Boone Henry Three, LLC and Clift Farms Place, LLC’s request to zone property located north of U.S. Highway 72, east of Uncle Frank Boulevard to B3 (General Business District), and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on February 13, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

**SECTION 2.** This resolution, including the proposed ordinance made a part hereof, shall be published for three consecutive weeks in the *Madison County Record*. The notice required by this subdivision shall be published in the legal section of the publication in standard form. In addition, the same notice shall be published one time in the regular section of the newspaper which notice shall be the form of at least a one-quarter page advertisement.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 9<sup>th</sup> day of January 2023.

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

**ATTEST:**

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

Approved this 9<sup>th</sup> day of January 2023.

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on January 18, 2023

## ATTACHMENT A

## PROPOSED ORDINANCE NO. 2023-006

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS B3  
(GENERAL BUSINESS 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 B3 (General Business District):

STATE OF ALABAMA  
COUNTY OF MADISON  
417 JOHN HENRY WAY

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.

**ATTACHMENT A**

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.

STATE OF ALABAMA:

MADISON COUNTY:

COMMON AREA-A

CLIFT FARMS, PHASE 1 PB#2019-58044

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS A PART OF COMMON AREA "A" AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF TRACT 4 OF SAID SUBDIVISION.

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THEN LEAVING SAID MARGIN NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST A DISTANCE OF 35.04 FEET TO A POINT.

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THEN SOUTH 12 DEGREES 39 MINUTES 38 SECONDS EAST A DISTANCE OF 35.04 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 10.39 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH AS A RADIUS OF 63.00 FEET AND A DELTA ANGLE OF 48 DEGREES 31 MINUTES 45 SECONDS A DISTANCE OF 53.36 FEET (A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 33 MINUTES 26 SECONDS WEST, 51.78 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN NORTH 12 DEGREES 17 MINUTES 36 SECONDS WEST, 138.66 FEET TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 62 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 290.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.45 ACRES MORE OR LESS.



## ATTACHMENT A

STATE OF ALABAMA:  
 MADISON COUNTY:  
 COMMON AREA-A  
 CLIFT FARMS, PHASE 7 PB#2022-99 RATI 2022-155

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS THE COMMON AREA AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 7B, AS RECORDED IN PLAT BOOK 2022, PAGE 99 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF TRACT 16 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 92.47 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 1.50 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 37.52 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.5 FEET AND A DELTA ANGLE OF 48 DEGREES 19 MINUTES 22 SECONDS A DISTANCE OF 32.47 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 20 MINUTES 56 SECONDS EAST, 31.52 FEET) TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

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THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 295.5 FEET AND A DELTA ANGLE OF 10 DEGREES 44 MINUTES 09 SECONDS A DISTANCE OF 55.37 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 39 MINUTES 52 SECONDS EAST, 55.29 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 10 DEGREES 17 MINUTES 48 SECONDS EAST A DISTANCE OF 39.98 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 61 DEGREES 59 MINUTES 30 SECONDS WEST A DISTANCE OF 239.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be B3 (General Business 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.

**ATTACHMENT A**

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**ATTEST:**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**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 HEREINAFTER DESCRIBED TO B3  
 (GENERAL BUSINESS DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Boone Henry Three, LLC, and Clift Farms Place, LLC, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13<sup>th</sup> day of February, 2023, 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:

STATE OF ALABAMA  
 COUNTY OF MADISON  
 417 JOHN HENRY WAY

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**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 18<sup>th</sup> day of January, 2023.

**DATED** at Madison, Alabama, this 25<sup>th</sup> day of January, 2023.

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



Proposed B-3 Zoning