



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**November 28, 2022**

AGENDA NO. 2022-22-RG, November 28, 2022

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. Pastor Huey Hudson, Restoration Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2022-21-RG, dated November 14, 2022

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](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. **Resolution No. 2022-291-R:** Authorizing the opening of the 2022 Bond Checking account with Synovus Bank and designating authorized signatures on said account.

B. **Resolution No. 2022-297-R:** Authorization of lease and maintenance of Canon copiers (to be paid from each department's budget and the library fund budget)

- C. Authorization of payment to Barge Design Solutions, Inc. in the amount of \$7,880.01 for professional services completed from 10/01/22 to 10/28/22 on CIP Project No. 19-047, Wall Triana and I-565 Intersection Improvements, ATRP2-45-2020-327 (Invoice No. 205356, PO No. 2022-1151) (To be paid from 2015-A Bond Account)
- D. Approval of donation in the amount of \$200.00 from Veda Smith to the Fire Department (deposited into the Fire Department donation account)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

- A. **Resolution No. 2022-321-R:** Award of Bid for renovation and construction of Community Center to Lee Builders, Inc. (\$11,205,460)

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

- A. **Proposed Ordinance No. 2022-311:** Amendment to Section 12, "Compensation and Benefits" of the *City of Madison Personnel Policies and Procedures* (Request for suspension of the rules for vote)
- B. **Resolution No. 2022-129-R:** amending the Job Classification Plans
- C. **Proposed Ordinance No. 2022-323:** Amendment to City Code Section 32-131 to prohibit parking on a median on the westside of Walden Glen Rd. near Brownsferry Road (First Reading)

**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

- A. Reappointment of Kent Ballard to Place 4 of the Industrial Development Board with a term expiration of November 22, 2028
- B. Appointment of Michael "Scott" Harbour to the Zoning Board of Adjustments and Appeals, Supernumerary Place No. 1 for existing term that ends December 31, 2024.

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2022-315-R:** Request from Sunshine Family, LLC, doing business as Stone Age Korean BBQ II, for a Restaurant Retail Liquor License for their location at 7929 Highway 72 West.

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No. 2022-316-R**: Authorization of renewal with Street Sweep Corp for street sweeping services (\$ 56,827.88 to be paid from Engineering Budget)
- B. **Resolution No. 2022-317-R**: authorizing acceptance of temporary easements for maintenance of a drainage ditch adjacent to Highland Drive
- C. **Resolution No. 2022-318-R**: Accepting into public use and maintenance the subdivision improvements for Moore's Creek, Phase V

**HUMAN RESOURCES**

- A. **Resolution No. 2022-322-R**: Authorize Professional Services Agreement with Mariela Ruiz (\$38 an hour to be paid from the Human Resources Budget)

**INFORMATION TECHNOLOGY**

- A. **Resolution No. 2022-306-R**: Authorizing the Mayor to accept a pricing proposal from SHI International Corporation for subscription licenses for calendar year 2023 in the amount of \$67,559.80 (to be paid from IT Department budget)

**LEGAL**

- A. **Proposed Ordinance No. 2022-308**: Authorization to exercise option upon execution of Funding Agreement (First Reading with request to suspend rules)
- B. **Proposed Ordinance No. 2022-309**: Authorization for the City of Madison Municipal Court to implement a diversion program for first-time offenders (First Reading November 14, 2022)
- C. **Resolution No. 2022-324-R**: Authorization to execute a drainage easement in the Everstead at Madison Development

**PLANNING**

- A. **Resolution No. 2022-313-R**: Authorization of Toyota Field Change Order for field and drainage repair in the amount of \$55,631 (to be paid from Venue Maintenance Fund)
- B. **Proposed Ordinance No. 2022-298**: Establishing an Arts & Entertainment District in Town Madison (First Reading November 14, 2022)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

16. AGENDA ITEMS

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

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



**MINUTES NO. 2022-21-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
November 14, 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, November 14, 2022, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Greg Shaw.

Associate Pastor of Care, Deborah Timmons of Asbury Church provided the invocation followed by the Pledge of Allegiance led by Greg Shaw.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Director Jason Colee, Information Technology Support Technician Garrett Gillott, Information Technology Senior Systems Analyst Chris White, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, and Recreation Director Kory Alfred, Finance Director Roger Bellomy, Development Services Principal Planner Matt Davidson, and Deputy Court Clerk Dorothy Bellomy

Public Attendance registered: Tim Holcombe, Terri Johnson, Thomas, Arnold, Lauren Davenport, Malcom Davenport, Tiffany Knox, Destiny Echols, John B, Mary Georgans, Jean



Humphrey, Rod Ashcraft, Chris Ashcraft, Blake (unknown last), John O, Russ Kennington, Andrew Gohlich, Heather Gohlich, Joan Khadka, Marquitta Lusk, Aril Kladlea, Charity Stratton, Joan Stapler, and Joey Ceci

**RE-ORGANIZATION OF COUNCIL**

City Clerk-Treasurer Lisa D. Thomas opened the floor for nominations for Council President. Council President Shaw nominated Council Member Bartlett. City Clerk-Treasurer Lisa D. Thomas asked for any other nominations. With no other nominations, Council Member Bartlett is the new City Council President by acclimation.

Council President Bartlett opened the floor for nominations for Council President Pro Tempore. Council Member Shaw nominated Council Member Seifert. Council President Bartlett asked for any other nominations. With no other nominations, Council Member Seifert will continue as the Council President Pro Tempore by acclimation.

Council President Bartlett nominated Council Member Shaw, Council Member Powell, and Council Member Spears for the Finance Committee. Council President Bartlett asked for any other nominations. With no other nominations, Council Member Shaw, Council Member Powell, and Council Member Spears are the new Finance Committee.

Council President Bartlett appointed Council Member Shaw as the new Finance Committee-Chair.

**AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore requested that Resolution No. 2022-312-R; authorizing payment of a bond assessments for the Publix annexation, be included for debate and discussion tonight as the information was not available prior to the agenda being published. Council President Bartlett replied that it would be added to department report under Legal as Item H. City Attorney Brian Kilgore asked that it be discussed in conjunction with Resolution No. 2022-287-R.

Council President Bartlett asked if there were any other amendments to the agenda, Council Member Shaw asked about Resolution No. 2022-304-R and that it should include the joint venture of McGinnis Construction LLC and Miller Miller Inc. City Attorney Brian Kilgore explained that the resolution has been updated to include the joint venture, but that the agenda was not updated. Council President Bartlett confirmed with City Attorney Brian Kilgore that the agenda packet has been updated.

**APPROVAL OF MINUTES**

**MINUTES NO. 2022-05-WS DATED OCTOBER 19, 2022**

Council Member Shaw moved to approve Minutes No. 2022-05-WS. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

- |                                 |         |
|---------------------------------|---------|
| Council Member Maura Wroblewski | Aye     |
| Council Member Connie Spears    | Aye     |
| Council Member Teddy Powell     | Abstain |
| Council Member Greg Shaw        | Aye     |

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

Motion carried.

**MINUTES NO. 2022-01-SP DATED OCTOBER 19, 2022**

Council Member Seifert moved to approve Minutes No. 2022-01-SP. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**MINUTES NO. 2022-20-RG DATED OCTOBER 24, 2022**

Council Member Wroblewski moved to approve Minutes No. 2022-20-RG. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION OF FIREFIGHTER AWARDS BY FIRE CHIEF BAILEY**

Fire Chief Bailey appeared before Council to present awards to several people from the Fire Department, Police Department, HEMSI and citizen rescuers.

Fire Chief Bailey explained that the Star of Life Award is awarded to someone who is successful in saving a life while medical intervention is being performed, these are only awarded once the patient survives and is discharged from the hospital. The Unit Citation Award is awarded to the teams of responders and citizens that provide support to those engaged in saving a life during a fire or medical emergency.

On August 14, 2022, Squad 1, Ladder 1, Battalion 1, and HEMSI responded to a birth in progress on Sullivan Street. Prior to arrival they had been advised that the mother had given

birth and that the baby was not breathing. Fire Captain Richard Ennis and Firefighter Giles Durrisseau performed CPR on the baby while Firefighter Tyler Drew provided care to the mother. HEMSI Paramedic Jean Humphrey, Firefighter Giles Durrisseau, and Fire Captain Richard Ennis continued resuscitation efforts for the baby while HEMSI EMT Blake East drove to the hospital. The baby was later released from the hospital with no deficits.

**Star of Life**

**Unit Citation**

Fire Captain Richard Ennis  
Firefighter Giles Durrisseau  
HEMSI Paramedic Jean Humphrey

Fire Caption Michael Sedlacek  
Fire Driver Travis Tanner  
Firefighter Geoffrey Aplin  
Firefighter Tyler Drew  
HEMSI EMT Blake East

A round of applause was given.

On August 17, 2022, Squad 4, Heavy Rescue 1, Engine 4, and Fire Medic 1 responded to a motor vehicle collision on I-565 near the Toyota Field exit. The vehicle had driven off the roadway and crashed into a fence possibly due to cardiac arrest. Madison Police Officer’s Logan Grant and Brock Echols arrived first and began CPR on the patient until Firefighter’s Luke Hall and Samuel Yates arrived and took over patient care. They continued CRP, defibrillated the patient, intraosseous IV infusion, and intubated the patient. All HEMSI units were busy on other calls, so Fire Medic 1 responded to the scene. The patient’s pulse was restored, and the patient was transported on Fire Medic 1 with Firefighter’s Geoffrey Aplin and Luke Hall to the hospital to continue care. The patient was released from the hospital with no deficits.

Fire Chief Bailey explained that they lease Fire Medic 1 for one dollar a year from HEMSI and that the strong partnership with HEMSI along with great service offered by responders led to a life saved.

**Star of Life**

**Unit Citation**

Firefighter Luke Hall  
Firefighter Samuel Yates  
Police Officer Logan Grant  
Police Officer Brock Echols

Fire Captain Richard Ennis  
Fire Driver Travis Tanner  
Firefighter Geoffrey Aplin  
Firefighter Tyler Drew  
Firefighter Giles Durrisseau

Patient Ms. Lauren Davenport expressed her thanks and appreciation for the first responders. She also advised that it was her 13-year-old daughter who made the phone call to 911.

A round of applause was given.

On September 28, 2022, Squad 4, Engine 4, and HEMSI responded to a cardiac arrest at Champy’s restaurant on Madison Blvd. Champy’s employees did a great job calling 911 quickly and Champy’s employees Victoria Williams and Jenny Helford performed CPR until Squad 4 arrived. Firefighter Luke Hall took over CPR while Firefighter Samuel Yates placed the patient on a cardiac monitor. The patient was pulseless, and Firefighter Samuel Yates delivered a defibrillation shock. The patient regained a strong pulse and HEMSI arrived shortly who

transported the patient. Firefighter Samuel Yates rode with HEMSI to assist with patient care. The patient was released from the hospital with no deficits.

Fire Chief Bailey expressed how this is an example of success due to a strong community chain of survival from the citizens all the way through the hospital and the discharge of the patient.

**Star of Life**

**Unit Citation**

Champy's Employee Victoria Williams  
 Champy's Employee Jenny Helford  
 Firefighter Luke Hall  
 Firefighter Samuel Yates  
 Paramedic John Blankenship

HEMSI EMT Dustin Morrow

Patient Mr. Stapler expressed his thanks to first responders.

A round of applause was given.

Fire Chief Bailey thanked the community and City Council for the resource and support that make the awards possible.

Council President Bartlett thanked Fire Chief Bailey for recognizing everyone.

**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).*

**MR. THOMAS ARNOLD (DISTRICT1-WALDEN NEIGHBORHOOD)**

Mr. Arnold appeared before Council and Mayor Finley to ask for some help regarding negative experiences at one of their entrances to their neighborhood. Madison Police has been called out to address parking issues in the median where they are blocking the street. Mr. Arnold is requesting a city ordinance to make the area a no-parking zone and potentially install a no parking sign. Neighborhood resident have contacted the individuals causing the blocking and it has become borderline combative and Madison Police has been involved regarding possible charges. Madison Police Department has reviewed the city ordinance and Alabama state law and found that there is no way for them to enforce the no parking. Mr. Arnold says there is plenty of parking in other areas than the median where it would be safe. Mr. Arnold thanked Council and Mayor Finley for their time.

Council Member Wroblewski thanked Mr. Arnold for reaching out and confirmed that there is an ordinance in place with several streets within the city that are along these lines. Council Member Wroblewski advised Mr. Arnold that she will reach out to City Attorney Brian Kilgore for assistance regarding the safety.

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

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

- Bond issuance for Town building of the on ramp to I-565
- Lack of transparency and community communication
- New streetlight concerns
- Amount of time for public comments

**MS. JENNIFER COE (DISTRICT 5-ASHLEY ESTATES)**

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

- Wants Council to reconsider authorizing another funding agreement for Town Madison
- Use of General Funds for flyover ramps
- Funding agreement for Town Madison
- Council-City Manager petition that sent mass text

**MS. MARGI DALY (498 MARION DRIVE)**

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

- Funding for flyover ramps
- Town Madison progress
- Brightness of streetlighting in Town Madison versus all other neighborhoods
- Concern about city debt

**SARAH PARKER**

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

- Public comment policies
- Assignment of the Council President procedure

Council Member Seifert addressed Ms. Parker regarding the changes in the public comment policies that was done last year and how it was done in conjunction as Council. Mayor Finley address Ms. Parker that he has set time aside where the public is able to come to his office and discuss any of their concerns. Ms. Parker asked Council President Bartlett if she has time set aside to meet with residents, Council President Bartlett responded that she spends countless hours with residents in her district.

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council President Bartlett began the reporting of the Finance Committee report and stated as former Finance Committee Chair that members of the Finance Committee have reviewed the bills to be paid as well as items on the consent agenda.

Council President Bartlett pointed out the acceptance of a donation from Senator Tom Butler in the amount of \$5000 to the Fire Department.

Council President Bartlett advised that the Finance Committee meeting has been cancelled for November 15<sup>th</sup> and deferred to the new Finance Committee Chair Council Member Shaw for a new date. Finance Committee Chair Council Member Shaw responded that he is going to get together with the Finance Committee and Finance Director Roger Bellomy to reschedule the meeting. It will be posted once rescheduled

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

General Operating account	\$2,090,958.63
Special General Operating Account	\$453.88
ADEM Storm Drainage	\$6,596.76
1/2 Cent Capital Replacement	\$433,665.78
1/2 Cent Infrastructure	\$284,914.26
Gasoline Tax & Petroleum Inspection fees	\$57,975.97
Street Repair and Maintenance	\$8,615.61
CIP Bond Accounts	\$686,129.74
Library Building Fund	\$87,308.72

Approval of payment to Barge Design Solutions, Inc. in the amount of \$13,750.95 for professional services completed on CIP Project. No. 19-047, Wall Triana and I-565 Intersection Improvements, ATRP2-45-2020-327 (Invoice No. 20405, Payment No. 4 on PO No. 2022-1151) (To be paid from 2015- A Bond Account)

Approval of payment to Rogers Group, Inc. in the amount of \$9,386.74 for work completed through 9/30/2022 on CIP Project. No. 20-028, Celtic Dr. Middle School Infrastructure (Invoice No. 46381) (To be paid from 2020-A Bond Account)

Approval of payment to Croy Engineering, LLC. in the amount of \$626.50 for professional services completed on CIP Project. No. 20-028, Celtic Dr. Middle School Infrastructure Project (Invoice No. 26170, Payment No. 3 on PO No. 2022-0448) (To be paid from 2020-A Bond Account)

Approval of payment to Morell Engineering, Inc. in the amount of \$100.00 for ADEM Inspections completed through 9/12/22 on CIP Project. No. 20-028, Middle School

Infrastructure Project (Invoice No. 20511) (To be paid from 2020-A Bond Account)

Approval of payment to Wiregrass Construction in the amount of \$299,652.81 for work completed from September 1 through September 31 on CIP Project. No. 20-028, Middle School Infrastructure Project; Bid 2021-008-ITB (Estimate No. 10; \$168,573.08 to be paid from Neighborhood Paving, PO 2022-1110; \$131,079.73 to be paid from 2020-A Bond Account)

**ACCEPTANCE OF DONATIONS AND APPROPRIATIONS**

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

Council Member Shaw seconded. Council Member Wroblewski asked there is an approximate time for the next Finance Committee meeting, Council Member Shaw responded he did not know at that time. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Thanked all Veterans for their service. Discussed the multiple events that happened during Veterans week.
- Celebrate Madison that was held on Friday, November 4<sup>th</sup> at Toyota Field had close to a thousand people at the event. Reminded everyone that there are videos on our website about what is happening in Madison. Appreciated City Communication Specialist Samantha Magnuson for completing those videos in-house.

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Thanked Emily Peck for inviting her to the Mae Jameson College Academy along with Representative Laura Hall and Huntsville Council President John Meredith for a forum in her American Government class.



- Reminded all constituents that she and other Council members are always available to meet and if you are not comfortable meeting there is always email.
- Madison Christmas Parade is being held on Friday, December 10<sup>th</sup> at 5:30pm. Looking forward to seeing everyone out there.

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

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

- Madison Utilities had a work session meeting and board member orientation for the new members on Monday, November 7<sup>th</sup>.
- Industrial Development Board had a meeting earlier today where they spoke about site preparation grants and that the next meeting will be held on February 6<sup>th</sup> at 4:30pm in the downstairs conference room of the Madison Municipal Complex.

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

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

- Glad that he is part of the team for the City of Madison that helps protect citizens, road project, economic development, great Police and Fire department. He appreciates the feedback that is received from citizens. Appreciative of the great community and the citizens we have.

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

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

- Reiterated how open he and the other Council members are available to meet with all citizens for coffee, cocktails or even at a job site to discuss any of their concerns.

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

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

- Commemorated the anniversary of the Madison Chamber of Commerce Director Michelle Epling.
- Thanked Council Member Shaw for his service as the Council President for the last two years.
- Reminded the public that there are multiple ways to communicate with Council.
- Addressed the comments from Public Comments regarding Town Madison and how they have been working on the I-565 interchange for the past 2 years.

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

Absent

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

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

- Expressed to citizens that he and the rest of the Council are all citizens of the City of Madison and if they make a decision that is wrong it not only going to affect the citizens, but also themselves. Advised all citizens his phone number is available on the website, and anyone can call it to communicate with him as they are open to communication with everyone.
- Clarified with Ms. Daly comments that he might have made in the past regarding Town Madison.

### **BOARD/COMMITTEE APPOINTMENTS**

#### **REAPPOINTMENT OF LISA LAURENDINE TO PLACE 5 ON THE ZONING BOARD OF ADJUSTMENT & APPEALS FOR JANUARY 1, 2023- DECEMBER 31, 2025 TERM**

Council Member Powell nominated Lisa Laurendine for reappointment to Place 5. There being no further nominations, Ms. Laurendine was appointed by acclamation.

#### **APPOINTMENT OF DAVID KESSLER FROM SUPERUMERARY 1 TO PLACE 3 ON THE ZONING BOARD OF ADJUSTMENT & APPEALS TO FILL AN UNEXPIRED TERM JANUARY 1, 2021- DECEMBER 31, 2023**

Council Member Powell nominated David Kessler for appointment to Place 5. There being no further nominations, Mr. Kessler was appointed by acclamation.

Council President Bartlett let the public know that the Zoning Board of Adjustment & Appeals have two vacant supernumerary positions that they are looking to fill.

### **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 DEPARTMENT**

**RESOLUTION NO. 2022-283-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS AND CAWOOD, LLC IN AN AMOUNT NOT TO EXCEED \$130,750.00 FOR ENGINEERING DESIGN SERVICES FOR PROJECT 22-024 (DRAINAGE PROJECT ADDRESSING MILL CREEK DITCH EROSION) (TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET)**

Council Member Seifert moved to approve Resolution No. 2022-283-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried

**RESOLUTION NO. 2022-293-R: AUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, LLC. IN THE AMOUNT OF \$3,200.00 FOR TOPOGRAPHIC AND BOUNDARY SURVEY ALONG SEGERS ROAD (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Shaw moved to approve Resolution No. 2022-293-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	Absent from vote
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried

**RESOLUTION NO. 2022-301-R: ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR 3 PARK PRESERVE, PHASE 2**

Council Member Spears moved to approve Resolution No. 2022-301-R. Council Member Shaw seconded. Council Member Shaw confirmed with City Engineer Michael Johnson that everything has been signed off, City Engineer Michael Johnson responded, yes. 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	Absent
Council Member John Seifert	Aye

Motion carried

**FIRE & RESCUE**

**RESOLUTION NO. 2022-300-R: AUTHORIZING A RENEWAL AGREEMENT WITH MYSIDEWALK, INC. FOR A CRAIG 1300 PRO SUBSCRIPTION IN THE AMOUNT OF \$900 FOR A ONE-YEAR TERM (TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2022-300-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	Absent
Council Member John Seifert	Aye

Motion carried

**LEGAL**

**RESOLUTION NO. 2022-295-R: OBLIGATING THE AMERICAN RESCUE PLAN ACT FUNDS FOR THE PURCHASE AND RENOVATION OF THE HEXAGON PROPERTY (\$5,003,914 IN FUNDS TO BE ALLOCATED)**

Council Member Spears moved to approve Resolution No. 2022-295-R. Council Member Powell seconded. Mayor Finley gave some background how Hexagon (old Intergraph) and the City of Madison started talking about a year ago with regards to the ability of using their recreation fields and their gym for the overflow in the city especially in the adult programs. The 13-acre property has Softball and Baseball fields, 38000 square foot building, and a large parking lot in-between them. The American Rescue Plan Act funds would go towards purchasing the property, revitalizing the building for Fire Station 4. The parking lot would be used for overflow parking for Toyota Field. If there are funds left over revitalization of the fields, especially the tennis courts and eventually a pickleball court. This resolution would allow City Administrator Steve Smith to work directly with Hexagon to finalize the deal and move forward. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2022-294-R: RATIFYING AN AGREEMENT WITH HAND ARENDALL HARRISON SALE REGARDING GENERAL OBLIGATION ECONOMIC DEVELOPMENT WARRANTS FOR THE PURPOSE OF FINANCING "FLYOVER RAMPS" FOR ACCESS TO AND FROM INTERSTATE 565 AT THE TOWN MADISON EXIT**

Council Member Shaw moved to approve Resolution No. 2022-294-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	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2022-304-R: ACCEPTANCE OF BID FOR CONSTRUCTION OF I-565 PHASE TWO WESTBOUND RAMP C AND D INTERCHANGE**

City Attorney Brian Kilgore addressed Council and Mayor Finley about the lowest bid that is from a joint venture between McGinnis Construction LLC and Miller and Miller Incorporated in the amount of \$36,780,000.00 for the completion of the over change (flyovers).

Council Member Powell moved to approve Resolution No. 2022-304-R. Council Member Spears seconded. Council Member Shaw thanked McGinnis Construction LLC and Miller and Miller Incorporated for working with us. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2022-289-R: RATIFICATION OF FUNDING AGREEMENT FOR TOWN MADISON (FIRST READING OCTOBER 24, 2022)**

City Attorney Brian Kilgore addressed Council and Mayor Finley on how the funding agreement would permit the city to prepay and redeem series 2014 A Bonds so the city can take on the installation of the two ramps going westbound on I-565 pursuant to section 94.01 Alabama Constitution this Council has to determine whether or not there is sufficient public purpose for these bonds to be retired or redeemed. Advertisement was completed with the Huntsville Times regarding this discussion to determine if there was sufficient public purpose.

Council Member Powell moved to approve Resolution No. 2022-289-R. Council Member Seifert 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	Absent
Council Member John Seifert	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2022-287: ASSENTING TO THE ANNEXATION OF THE CLIFT FARMS PUBLIX INTO THE CITY OF MADISON (FIRST READING OCTOBER 24, 2022)**

City Attorney Brian Kilgore addressed Council and Mayor Finley on the parameters to be annexed at the Clift Farms Publix.

Council Member Wroblewski moved to approve Ordinance No. 2022-287. Council Member Spears seconded. Council President Bartlett asked Director of Development Services Mary Beth Broeren if there will be a zoning request. Director of Development Services Mary Beth Broeren responded that the city will process a zoning request that would go to the Planning Commission and then come before Council. Council President Bartlett confirmed with Director of Development Services Mary Beth Broeren that they are only doing the annexation piece.

Council Member Seifert asked about the developer surcharge that is currently being assessed on customers who do business with merchants in the shopping center. Council President Bartlett responded that Publix is the only commercial enterprise at Clift Farms that does not have the developer surcharge.

City Attorney Brian Kilgore asked Council President Bartlett if they could go over **RESOLUTION NO. 2022-312-R; AUTHORIZING PAYOFF OF OUTSTANDING BOND ASSESSMENTS FOR PUBLIX LOCATED WITHIN THE HIGHWAY 72/BALCH ROAD IMPROVEMENT DISTRICT** prior to voting. With Council President Bartlett's approval, City Attorney Brian Kilgore explained how the property owners of Publix added a condition to the annexation ordinance that the city pay off a bond assessment of \$241,520.01 which is a one-time pay off assessment on the property because of the special bond.

Council Member Powell asked City Attorney Brian Kilgore if they need to pass the resolution first before the ordinance. City Attorney Brian Kilgore said it would be better.

Council President Bartlett confirmed with City Attorney Brian Kilgore that there is condition of the cooperative district that was set up in Clift Farms they have to pay in a certain amount of ad valorem tax to help support the infrastructure that was built in Clift Farms and in order for Publix to be annexed into the City of Madison that assessment needs to be paid. In turn, Publix will pay more ad valorem tax in the City of Madison which is more than what they are paying right now. The net will be positive and will benefit the school system immediately.

Council President Bartlett asked if there was any additional discussion. Mayor Finley advised everyone that the old Publix building has been sold to Floors and Décor and the old Books-A-Million just had a ribbon cutting ceremony for a furniture store.

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	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2022-312-R; AUTHORIZING PAYOFF OF OUTSTANDING BOND ASSESSMENTS FOR PUBLIX LOCATED WITHIN THE HIGHWAY 72/BALCH ROAD IMPROVEMENT DISTRICT)**

Council Member Spears moved to approve Resolution No. 2022-312-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	Absent
Council Member John Seifert	Aye

Motion carried

**PROPOSED ORDINANCE NO. 2022-309: AUTHORIZATION FOR THE CITY OF MADISON MUNICIPAL COURT TO IMPLEMENT A DIVERSION PROGRAM FOR FIRST-TIME OFFENDERS (FIRST READING)**

City Attorney Brian Kilgore addressed Council and Mayor Finley on how this would allow the Municipal judge to place first-time offenders that have a DUI or a drug charge on a diversion program that is administered by a court referral officer that would provide counseling or treatment to dismiss the charges if the program is completed. City Attorney Brian Kilgore advised that several cities have this type of program already in place.



Council Member Wroblewski if when they would be able to vote on Ordinance No. 2022-309. City Attorney Brian Kilgore responded it should be ready for the November 28<sup>th</sup> meeting.

This was a first reading.

**RESOLUTION NO. 2022-310-R: AUTHORIZATION OF GENERAL FUND PAYMENT FOR CONSTRUCTION WITH REPAYMENT FROM BOND**

City Attorney Brian Kilgore address Council and Mayor Finley that this is authorizing, but not to exceed 10 million dollars from the general fund for the mobilization and start-up cost to get the flyovers started while we are waiting on the bond issuance.

Council Member Seifert moved to approve Resolution No. 2022-310-R. Council Member Spears seconded. Council President Bartlett explained that the estimation of the start-up cost is about 2 million dollars. Council Member Powell explained that the whole intent of the Town Madison’s project was to use the tax dollars that it generates to pay for itself and that it was started three councils ago. Council Member Powell advised how Council realized that they needed assistance with the project which is why they reached out for input from outside counsel and thanked previous Council and current members.

Mayor Finley advised that the city has about 32 million in their bank account, so they are able to utilize this right now to get the flyover project started. Mayor Finley reminded everyone of when the city invested in the Target shopping center and the amount of revenue it is bringing into the city and the citizens. Mayor Finley advised that Town Madison is thriving with only two-thirds complete. Mayor Finley expressed that this will be a huge thing for the city but also a huge reward.

Council President Bartlett spoke on the study of the city debt limit and explained how the city can borrow up to 50% of our debt limit. Council President Bartlett advised that she keeps close contact with Director of Finance Roger Bellomy weekly regarding out structure of debt. Council President Bartlett explained that the current funding agreement passed in 2018, states that all the money generated out of Town Madison goes to the developer except for the stadium payments and we still have no flyover. The new funding agreement will allow us to take over the building of the interchange and the excess revenue that will be generated which can be used for taking care of paving, lighting, and other improvements that citizens ask for. 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	Absent
Council Member John Seifert	Aye

Motion carried

**PLANNING**

**PROPOSED ORDINANCE NO. 2022-265: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN WANN PROPERTY SUBDIVISION, WEST OF COUNTY LINE ROAD AND SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD (FIRST READING OCTOBER 24, 2022)**

Council Member Spears moved to approve Ordinance No. 2022-265. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2022-298; ESTABLISHING AN ARTS & ENTERTAINMENT DISTRICT IN TOWN MADISON (FIRST READING)**

Development Services Principal Planner Matt Davidson addressed Council and Mayor Finley on the first reading for the proposed ordinance that will allow patrons to walk around with purchased alcohol around the Arts and Entertainment District. There would be signage to let patrons know of the area.

This was a first reading.

**PROPOSED ORDINANCE NO. 2022-307: REZONING APPROXIMATELY THREE ACRES AT 1770 SLAUGHTER ROAD FROM R-1A (LOW DENSITY RESIDENTIAL) TO AG (AGRICULTURE). THIS ORDINANCE REPLACES ORDINANCE NO. 2021- 365.**

Director of Development Services Mary Beth Broeren addressed Council and Mayor Finley to remind them that this was an ordinance that approved but that inadvertently the wrong ordinance was signed and that it was discovered recently. Director of Development Services Mary Beth Broeren confirmed with the City Clerk that it was properly published and advertised and that this is just to current the clerical error.

Council Member Wroblewski moved to approve Ordinance No. 2022-307. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**POLICE**

**RESOLUTION NO. 2022-302-R: AUTHORIZATION OF MEMORANDUM OF UNDERSTANDING WITH ASHAKIRAN FOR TRANSLATOR SERVICES (NO CHARGE TO CITY)**

Council Member Wroblewski moved to approve Resolution No. 2022-302-R. Council Member Spears seconded. Council Member Wroblewski thanked AshaKiran because they do not charge the city for this wonderful benefit to our citizens. Council President Bartlett commended Police Chief Gandy for how purposeful and intentional he has been for reaching out to the Indian community and for making an effort that will go a long way. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**RECREATION**

**RESOLUTION NO. 2022 -285-R: AUTHORIZING THE PURCHASE OF A RESTROOM BUILDING FROM PUBLIC RESTROOM COMPANY FOR THE KIDS KINGDOM II PROJECT IN THE AMOUNT OF \$346,543 (TO BE PAID FROM RECREATION DEPARTMENT BUDGET).**

Council Member Wroblewski moved to approve Resolution No. 2022-285 -R. Council Member Spears seconded. Council Member Wroblewski showed a picture of the restroom with the ADA designation. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2022-299-R: AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MADISON CITY SCHOOLS FOR TRANSPORTATION SERVICES FOR THE CITY OF MADISON CHRISTMAS PARADE TO BE HELD ON DECEMBER 10, 2022.**

Council Member Powell moved to approve Resolution No. 2022-299 -R. Council Member Seifert 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	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2022-303-R: AUTHORIZATION TO AGREE TO MEMBERSHIP CONDITIONS FOR THE MIRACLE LEAGUE (\$500 FEE TO BE PAID FROM RECREATION DEPARTMENT BUDGET)**

Recreation Director Kory Alfred explained that a Miracle League field allowed anyone with a disability to participate in a variety of activities. Recreation Director Kory Alfred advised that this was included in the park master plan and will allow them to get a location, price, the use of the Miracle League name and fundraising along with construction drawings.

Council Member Wroblewski moved to approve Resolution No. 2022-303 -R. Council Member Spears seconded. Council Member Wroblewski expressed that Madison City Disability Advocacy Board supports this. 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	Absent
Council Member John Seifert	Aye

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

Council President Bartlett announced a tentative date for a work session on November 30<sup>th</sup>.

**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  
Council Member Karen Denzine  
Council Member John Seifert

Aye  
Absent  
Aye

Motion carried.

The meeting was adjourned at 7:37 p.m.

Minutes No. 2022-21-RG, dated November 14<sup>th</sup>, 2022, read, approved and adopted this 28<sup>th</sup> day of November 2022.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

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

RESOLUTION NO. 2022-291-R

A RESOLUTION GRANTING AUTHORITY TO THE CITY CLERK-TREASURER AND THE DIRECTOR OF FINANCE/PURCHASING TO OPEN FINANCIAL INSTITUTION BANK ACCOUNTS.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Clerk-Treasurer and the Director of Finance/Purchasing, upon mutual agreement, are hereby authorized to open any and all needed bank accounts; and

BE IT FURTHER RESOLVED that Synovus Bank of Madison be, and it hereby is designated a depository of funds for the City of Madison, a municipal corporation; and

BE IT FURTHER RESOLVED that the funds so deposited in the above financial institution may be withdrawn upon by a check, draft, warrant, note, wire transfer, or order of the City of Madison, a municipal corporation, signed by any two of the following:

NAME	TITLE
Paul Finley	Mayor
Lisa D. Thomas	City Clerk-Treasurer
Kerri Sulyma	Deputy City Clerk-Treasurer
Greg Shaw	Council Member (Finance Committee Chair)
Teddy Powell	Council Member (Finance Committee)
Connie Spears	Council Member (Finance Committee)
Jason Colee	Information Technology Director
Cameron Grounds	Revenue Officer

BE IT FURTHER RESOLVED that for checks in the amount of Twenty-Five Thousand and no/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 no/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
Paul Finley	Mayor
Lisa D. Thomas	City Clerk-Treasurer



Whose signatures shall be duly certified to Synovus Bank of Madison; and

**BE IT FURTHER RESOLVED** that Synovus Bank of Madison is hereby authorized to honor and pay any check, draft, warrant, note, wire transfer, 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 Synovus Bank of Madison 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, PASSED AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2022.

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

**RESOLUTION NO. 2022-297-R**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AGREEMENTS WITH CANON FINANCIAL SERVICES, INC. AND THE LIOCE GROUP FOR THE RENTAL AND MAINTENANCE OF MULTI-FUNCTION NETWORK DEVICES**

**WHEREAS**, the City of Madison has requested to lease copiers for various City Departments and the Madison Public Library from Canon via the North Alabama Cooperative Purchasing Association (NACPA); and

**WHEREAS**, a bid for the lease of said equipment from NACPA has been awarded by the State of Alabama Department of Revenue, Division of Purchasing; and

**WHEREAS**, Canon is an authorized dealer of said equipment and is registered to do business in the State of Alabama;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the above-mentioned lease and payment therefor are hereby authorized and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such lease and payment therefor.

**READ, APPROVED AND ADOPTED** this 28<sup>th</sup> day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2022.

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



**CANON FINANCIAL SERVICES, INC.** (CFS)  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

**MUNICIPAL LEASE AGREEMENT**

Fair Market Value  
 CFS-1043 (01/17)

CFS' AGREEMENT NUMBER

<b>CUSTOMER (FULL LEGAL NAME)</b> Madison Alabama City of		<b>DBA</b> Madison Public Library	<b>PHONE</b> ("Customer") (256) 461-0046	
<b>BILLING ADDRESS</b> 100 Hughes Rd		<b>CITY</b> Madison	<b>COUNTY</b> Madison	<b>STATE</b> AL
<b>EQUIPMENT ADDRESS</b> 142 Plaza Blvd		<b>CITY</b> Madison	<b>COUNTY</b> Madison	<b>STATE</b> AL
				<b>ZIP</b> 35758

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1		Refurbished Canon C5535i III	36	\$ 533.04
2		Canon DX C3826i		
2		Jamex 9557B JPC + Copy kit		
* Plus Applicable Taxes				

<b>TERM</b> 36 (in months)	<b>PAYMENT FREQUENCY</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	<b>END OF TERM PURCHASE OPTION</b> Fair Market Value
----------------------------------	--	---

**THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**ACCEPTED**

**CANON FINANCIAL SERVICES, INC.**

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

Title: \_\_\_\_\_

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

**AUTHORIZED CUSTOMER SIGNATURE**

By: X \_\_\_\_\_ Title: Mayor

Printed Name: Paul Finley Email Address: ap@madisonal.gov

By: X \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

To: Canon Financial Services, Inc. ("CFS")

**ACCEPTANCE CERTIFICATE**

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

- 1. AGREEMENT:** CFS leases to Customer, a \_\_\_\_\_ [state name or political subdivision or agency] of \_\_\_\_\_ [State name], with its chief executive office at \_\_\_\_\_, and Customer leases from CFS, with its place of business at 158 Galther Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) of the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT. THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from new until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.
- 11. MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

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



**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as imposed by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and keep policy and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement plus (ii) the present value of all remaining Payments for the full term of this Agreement plus (iii) the Fair Market Value of the Equipment (as defined herein), plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to take possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RENEWAL; RETURN:** This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$750 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initiated All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorney's fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state, (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party, and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**27. GOVERNMENT USE:** Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

**28. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's log name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.





CANON FINANCIAL SERVICES, INC. (CFS)  
Remittance address:  
14904 Collections Center Drive  
Chicago, Illinois 60693  
(800) 220-0200 www.cfs.canon.com

**Agreement Addendum  
PERSONAL PROPERTY TAX**

CFS-1123 (08/12)

Agreement Number: \_\_\_\_\_

Customer: Madison Alabama City Of

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.

2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

AGREED	AUTHORIZED CUSTOMER SIGNATURE
Canon Financial Services, Inc.	Customer: <u>Madison Alabama City Of</u>
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Paul Finley</u>
Title: _____	Title: <u>Mayor</u>
Date: _____	

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



The Lioce Group  
2950 Drake Avenue  
Huntsville, AL 35805

# Service Agreement

Date: 11/14/2022  
Customer #:  
Representative: Adam Hiatt

Bill To	
Madison Public Library 142 Plaza Blvd Madison, AL 35758	
Contact:	Katie Moore
Meter Contact:	IW Remote
Meter Method:	IW Remote
E-Mail:	kmoore@hpl.lib.al.us
Phone:	(256) 461-0046

Ship To
Same

Installation and Service Agreement Options	
<i>Appropriate categories must be initialed by the client in the box to the left of the option.</i>	
Maintenance Type:	Monthly
Contract Length (months):	36
Contract Start Date:	Install Date

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W				0.0082	Monthly
Color				0.0587	Monthly
Toner	Included				
Paper	Not Included				
Staples	Not Included				

TLG will bill monthly per copy/print for both Black & White and Color at the rates listed below

Make/Model and (ID#)	Location/Address
Canon C5535i III (LU725)	Library - 142 Plaza Blvd, Madison, AL, 35758
Canon C3826i w/Jamex Coin-op	Library - 142 Plaza Blvd, Madison, AL, 35758
Canon C3826i w/Jamex Coin-op	Library - 142 Plaza Blvd, Madison, AL, 35758

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
	Paul Finley	Mayor		11/17/2022   5:00 PM CST

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



# Terms and Conditions

## General Terms and Conditions

**1. DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and the Local Group, Inc. ("LGI") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and LGI covering the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" herein to Equipment and/or Software provided by LGI and/or used under this Maintenance Agreement.

**2. INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation, such as telephone and electrical wiring, re-wiring, noise and power lines, and electrical work external to the equipment.

**3. MAINTENANCE WITH SUPPLIES.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, LGI will perform maintenance during and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such parts are made during Normal Business Hours (as defined in paragraph 6, below). LGI will furnish the following supplies, for an unlimited amount of use, to the Equipment as they are needed: toner, developer, fuser or Drum, and other consumable supplies as required. Toner, Developer, Fuser or Drum, and other consumable supplies are not included in the price of the Equipment. Maintenance with Supplies does not include paper, labels, staples or transportation of any kind. LGI reserves the right to change Customer for shipping and handling charges incurred by LGI for the delivery of any Consumable Supplies delivered to the Customer. LGI agrees to train Customer personnel in the use of the Equipment at no additional charge. All items, other than any maintenance or repair items as described in paragraph 15, if LGI does not have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.

**4. EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in the "Team Alliance" on the face of the Maintenance Agreement (the "Initial Term"). Usage in excess of the amount stated on the Initial Term shall be billed to Customer. Each 1000 copies will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Customer's copy volume consists of the sum of all meter clicks. For meters equipped with jammer printing capabilities, the following meter click charges shall apply: 15¢ to 27¢ x 3 clicks; 27¢ to 36¢ x 4 clicks; 36¢ to 45¢ x 5 clicks. LGI reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own judgment for the Customer's readings. Customer agrees to provide LGI access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide LGI with meter readings on the last day of the month, LGI shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the same Agreement be executed prior to expiration of any applicable billing cycle, Customer agrees to pay the current meter click charge for each copy in excess of the Initial Term. Invoicing for excess copies will be furnished either monthly, quarterly, semi-annually or annually as determined by LGI.

**5. PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to LGI or by credit card, all amounts due to LGI for this Maintenance Agreement as stated on the invoice. Payment of the invoice by LGI does not constitute payment. If any part of any payment due to LGI is overdue for more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover LGI's administrative costs associated with said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Payment of any invoice by check or credit card shall constitute payment to LGI and shall have the effect of Customer's acceptance of the invoice.

**6. CUSTOMER CHANGES.** LGI reserves the right to increase additional charges and/or terminate services in the event that Customer implements any changes, alterations, modifications or additions that make it more expensive or impractical for LGI to provide service to Customer or the Equipment.

**7. MAINTENANCE.** Only if Customer selects the Maintenance Only Option on the Maintenance Agreement. LGI will provide maintenance service to the extent necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance services. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are those replaceable items (including filters, drum cartridges, toner) that are used and consumable (they are used, changing filters, wicks, belts, fuser oil). Consumable Supplies are toner, developer, fuser, paper, pre-developer maintenance kits, print wheels/units, drums, ink and/or other supplies, and waste paper receptacles. If Customer uses parts or supplies other than LGI Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adapted to use on the Equipment resulting in unsatisfactory meter click charges (chargeable copy) service problems or unacceptable copy quality, then LGI may terminate this Maintenance Agreement and the unused portion of any fee advanced to LGI's sole and absolute discretion. In the event LGI terminates this Maintenance Agreement, Customer will be offered continuing service from LGI at published hourly rates, subject to change without notice. The Operator Manual for each piece of Equipment defines specific operational responsibilities. Performance of normal operator functions as described in the Operator Manual and Customer's responsibility are not included in this Maintenance Agreement, and are subject to additional charges as established by LGI. This does not include: Customer agrees to accept proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printer configuration or related issues, and such services will be subject to additional charges as established by LGI rates then in effect.

**8. BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during LGI's Normal Business Hours, which is hereby defined as 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of US holidays and subject to change by LGI. At Customer's request, LGI may render service outside of normal business hours, subject to availability of personnel and additional charges as established by LGI rates then in effect.

**9. RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in LGI's title and equipment is consumed in the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to LGI on demand. Additionally, LGI reserves the right to charge Customer a pro-rata amount for any unused portion of drum remaining returned to LGI at standard terms for such portion.

**10. AVAILABILITY OF SUPPLIES.** LGI Customer Service Employees do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary quantity available for Customer Service Employee use.

**11. RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, LGI will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance charges. If Customer does not authorize such work, LGI may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, providing service only on a "Pay Call" basis.

**12. NETWORK INTEGRATION.** If Network Integration services are provided by LGI, Customer warrants that the T1/E1 Digital Data Service has been properly completed and LGI may rely on the information contained in the SDU Copy as providing network integration services. LGI reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

**13. SYSTEM MONITORING.** LGI will display and enable the Meter Agent, which is a Device Relationship Management (DRM) system that interacts with LGI providing for the purpose of automated meter reading, network performance monitoring, consumable and supply-level monitoring for replacement, and product status (as described in LGI's DRM). Should Customer opt-out of using System Monitoring, LGI reserves the right to incur an incremental monitoring fee on Customer not to exceed \$25 per invoice.

**14. DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opt-out of DSS at the time of execution of the Maintenance Agreement, or thereafter by providing not less than thirty (30) days prior written notice to LGI, LGI shall provide Customer with DSS for a fee based on the Cost Schedule set forth in the DSS Addendum, which fees shall be

billed with the base billing cycle. DSS provides remote Help Desk support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, printer driver updates, installation of additional printer drivers and installation of additional software applications, including drivers arising as a result of changes in operating systems, e-mail domains or servers that require reconstruction in Customer's equipment.

**15. AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from LGI or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at LGI's standard rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term unless required to be in excess of 5 years at which the maximum annual increase will not exceed 10%.

**16. CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, LGI may cancel the Maintenance Agreement in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. LGI may apply any refund due to the satisfaction of any past due invoices for any other product or service. Except this Maintenance Agreement be cancelled by Customer, LGI will not issue any refund for the amount paid.

**17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to LGI the following amounts as liquidated damages (not as a penalty): (a) During the first six (6) months of the Initial Term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the least of the amount due and over or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, LGI may cancel this agreement and collect damages according to the foregoing formula.

**18. NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by LGI does not constitute a waiver of such rights by LGI, or in any way prevent LGI from enforcing such rights, or any other rights hereunder, at a later time.

**19. ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, is the entire agreement between Customer and LGI related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written) proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

**20. NO INDEMNITIES.** Customer represents and warrants that no promise, agreement or indemnity, whether written or oral, which is not herein expressed has been made by Customer in executing this Equipment Order and that Customer is not relying on any promises or representations, written or oral, which is not expressly set forth herein as an attachment to the execution of this Equipment Order.

**21. NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be revised, modified, or changed except by written agreement executed by a duly authorized representative of LGI, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to execute this provision.

**22. AUTHORITY.** Customer and LGI each represent and warrant that their respective signatures to this Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

**23. LIMITATION ON LIABILITY.** Under no circumstances shall LGI be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of the Maintenance Agreement or services provided under this Maintenance Agreement. LGI's liability is limited to the amount of the purchase price of the Equipment and shall not exceed the amount of money which Customer has paid to LGI pursuant to this Maintenance Agreement.

**24. INDEMNITY.** CUSTOMER SHALL INDEMNIFY LGI AGAINST AND HOLD LGI HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER NATURE, TYPE OR NATURE, INCLUDING THOSE INCURRED BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim, Customer shall agree to proceed with indemnified claim in writing to Customer promptly and to fully furnish Customer all evidence, witnesses, and other reasonably assistance requested to defend against any such indemnified claim.

**25. DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND LGI MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY. LGI expressly disclaims any duty as creator of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through fire, flood, abuse, misuse, theft, fire, water, lightning, natural force or any other equipment not of Customer's repair and/or service performed by LGI. LGI will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Card, nor for any external electrical work covered under this agreement.

**26. ATTORNEY'S FEES; COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring LGI to take and incur an attorney's fee to settle, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay LGI's reasonable attorney's fees and all costs resulting from such action.

**27. CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performed in the State of Alabama. Customer hereby covenants and agrees that venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with LGI shall lie with any state or federal court of competent jurisdiction in Baldwin County, AL.

**28. WAIVER OF JURY TRIAL.** CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.

**29. NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to LGI, addressee shall be sent to its registered agent for LGI in the state in which the transaction arose, or to LGI, Attention: The Local, 2350 Drake Avenue, Huntsville, AL 35810. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to LGI.

**30. FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD FACE TYPE, AND IN PARAGRAPHS 17, 21, 24, 25, 26 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

**31. AFFIRMATIVE ACTION.** LGI and all vendors and/or subcontractors are obligated to act in the best of LGI's to adopt comply with the EEOC clause at 11 CFR 90.1 (a) and The Affirmative Action Clause at 25C 4(a) and 711.1(a).

Initials: \_\_\_\_\_





CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value
CFS-1043 (01/17)

CFS' AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME) DBA PHONE
Madison Alabama City Of
BILLING ADDRESS CITY COUNTY STATE ZIP
100 Hughes Rd. Madison Madison AL 35758
EQUIPMENT ADDRESS CITY COUNTY STATE ZIP
See Equipment Schedule

Table with columns: Quantity, Serial Number, Make/Model/Description, Number of Payments, Total Payment\*. Includes 'EQUIPMENT INFORMATION' and 'NUMBER AND AMOUNT OF PAYMENTS' sections.

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED
CANON FINANCIAL SERVICES, INC.
By:
Title:
Date:

AUTHORIZED CUSTOMER SIGNATURE
By: X Title: Mayor
Printed Name: Paul Finley Email Address: ape.madison.al.gov
By: X Title:
Printed Name: Email Address:

ACCEPTANCE CERTIFICATE
To: Canon Financial Services, Inc. ("CFS")
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement.

TERMS AND CONDITIONS
1. AGREEMENT: CFS leases to Customer, a [state name or political subdivision or agency] of [State name], with its chief executive office at [address], and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").
2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein.
3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").
4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. FISCAL FUNDING: Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement.
7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation, of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement.
8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS.
9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.
10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment.
11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition.

Attest:

Lisa D. Thomas
City Clerk - Treasurer



**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as levied by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of (i) all amounts then owed by Customer to CFS under this Agreement plus (ii) the present value of all remaining Payments for the full term of this Agreement, plus (b) the Fair Market Value of the Equipment (as defined herein), plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** CUSTOMER assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RENEWAL; RETURN:** This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercise such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement, plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions relating to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**27. GOVERNMENT USE:** Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

**28. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.





**CANON FINANCIAL SERVICES, INC.** (CFS)  
 Renaissance address: 14904 Collections Center Drive  
 Chicago, Illinois 60683 (800) 220-0200

## Equipment Schedule

CFS AGREEMENT  
 NUMBER: CFS-1002 (02/17)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and Madison Alabama City Of ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
Police (Patrol), 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon IR ADV 6555i III - \$203.36
Police (Admin), 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$212.72
Police (Records), 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon IR ADV 6555i III - \$202.56
Public Works, 240 Palmer Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.75
City Clerk, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5560i III - \$210.40
Recreation, 8324 Madison Pike, Madison County, Madison, AL 35758	1		Refurbished Canon C5560i III - \$223.75
Fire Department, 101 Mill Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44
Planning, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5550i III - \$189.29
Finance, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5560i III - \$215.40
Human Resources, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Canon DX C5860i - \$302.60
Mayor, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
Revenue, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
Senior Center, 1282 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44
Legal, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5550i III - \$176.56
Building, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44
Court, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon 4535i III - \$106.16
Engineering, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
Police Investigation, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

**ACCEPTED**

**CANON FINANCIAL SERVICES, INC.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

CFS-1002 (02/17)

**AUTHORIZED CUSTOMER SIGNATURE**

Customer: \_\_\_\_\_  
 Madison Alabama City Of

By: X \_\_\_\_\_  
 Printed Name: Paul Finley  
 Title: Mayor

**Attest:** Lisa D. Thomas  
 City Clerk - Treasurer



**CANON FINANCIAL SERVICES, INC. ("CFS")**  
 Renaissance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

# Equipment Schedule

CFS AGREEMENT NUMBER: CFS-1002 (02/17)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and Madison Alabama City Of ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
Police (Dispatch), 1570 Old Monrovia Rd. Madison County, Huntsville, AL, 35806	1		Refurbished Canon C256iF III - \$42.16

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

**ACCEPTED**

**CANON FINANCIAL SERVICES, INC.**

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

Title: \_\_\_\_\_

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

CFS-1002 (02/17)

**AUTHORIZED CUSTOMER SIGNATURE**

Customer: \_\_\_\_\_  
 Madison Alabama City Of

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

Printed Name: Paul Finley

Title: Mayor

**Attest:**

Lisa D. Thomas  
 City Clerk - Treasurer



**CANON FINANCIAL SERVICES, INC.** (CFS)  
Remittance address:  
14904 Collections Center Drive  
Chicago, Illinois 60693  
(800) 220-0200 www.cfs.canon.com

**Agreement Addendum  
PERSONAL PROPERTY TAX**

CFS-1123 (08/12)

Agreement Number: \_\_\_\_\_

Customer: Madison Alabama City Of

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.

2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

AGREED	AUTHORIZED CUSTOMER SIGNATURE
Canon Financial Services, Inc.	Customer: <u>Madison Alabama City Of</u>
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Paul Finley</u>
Title: _____	Title: <u>Mayor</u>
Date: _____	_____

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

CFS-1123 (08/12)





**THE LIOCE GROUP**  
NEW DIMENSION IN BUSINESS

The Lioce Group  
2950 Drake Avenue  
Huntsville, AL 35805

## Service Agreement

Date: 11/14/2022  
Customer #: Adam Hiatt  
Representative: Adam Hiatt

Bill To	Ship To
City Of Madison 100 Hughes Road Madison, AL 35758	See Location Notes below
Contact: Laurel Rossmeyer	
Meter Contact: IW Remote	
Meter Method: IW Remote	
E-Mail: laurel.rossmeyer@madisonal.gov	
Phone: (256) 772-5836	

**Installation and Service Agreement Options**  
*Appropriate categories must be initiated by the client in the box to the left of the option.*

Maintenance Type: **Monthly**

Contract Length (months): **36**  
Contract Start Date: **Install Date**

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W				0.0082	Monthly
B/W (LU724)				0.0145	Monthly
Color				0.0587	Monthly
Color (LU724)				0.0944	Monthly
Toner	Included				
Paper	Not Included				
Staples	Not Included				

TLG will bill monthly per copy/print for both Black & White and Color at the rates listed below

Make/Model and (ID#)	Location/Address
Canon C5535i III (LU730)	Police Admin - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU732)	Police Patrol - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU734)	Police Records - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU736)	Police Investigation - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU731)	Mayor - 100 Hughes Rd, Madison, AL, 35758
Canon C5580i III (LU745)	Finance - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU729)	Legal - 100 Hughes Rd, Madison, AL, 35758
Canon 4536i III (LU739)	Court - 100 Hughes Rd, Madison, AL, 35758
Canon C5580i III (LU733)	City Clerk - 100 Hughes Rd, Madison, AL, 35758
Canon C5860i	HR - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU727)	Building - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU728)	Planning - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU736)	Revenue - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU741)	Engineering - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU726)	Fire - 101 Mill Rd, Madison, AL, 35758
Canon C5580i III (LU737)	Recreation - 8324 Madison Pike, Madison, AL, 35758
Canon C5535i III (LU740)	Senior Center - 1282 Hughes Rd, Madison, AL, 35758
Canon C2561F III (LU724)	Police Dispatch - 1570 Old Monrovia Rd, Huntsville, AL, 35808
Canon C5535i III (LU738)	Public Works - 240 Palmer Rd, Madison, AL, 35758

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance				Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date	
Nov 2022	Paul Finley	Mayor		11/17/2022	4:57 PM CST

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



# Terms and Conditions

## General Terms and Conditions

**1. DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the invoice side hereof) and The Icon Group, Inc. ("TIG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement by which they are attached as well as all purchase orders and invoices between Customer and TIG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TIG and covered under this Maintenance Agreement.

**2. INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power lines, and electrical work external to the equipment.

**3. MAINTENANCE WITH SUPPLIES.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TIG will perform maintenance charging and minor inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours as described in paragraph 10, below. TIG will furnish the following supplies, to be delivered at specified intervals, in quantities as specific history dictates as determined by TIG and additional deliveries as required: Toner, Developer, Drums or Photocopyer, Filter Change, Paper OS, Waste, Maintenance with Supplies does not include paper, labels, staples or transcription of any kind. TIG reserves the right to change Customer for shipping and handling charges incurred by TIG for the delivery of any consumable supplies delivered to the Customer. TIG agrees to treat Customer Equipment in the care of the Equipment at reasonable times. At times, other than any emergency or renewal delay as described in paragraph 10, TIG shall have the right under this Maintenance Agreement to increase the Maintenance fee without written notice to Customer.

**4. EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Usage Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Usage Allowance copies are recalculated from the initial main term. Customer shall provide TIG with meter readings on the last day of each month (when requested by TIG). Each 11" x 17" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Copy/retail copies shall be counted at twice the rate of single copies. For refills equipped with better printing capabilities, the following meter click charges shall apply: 18" x 27" = 1 click; 21" x 35" = 4 clicks; 36" x 47" = 6 clicks. TIG reserves the right to conduct random inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TIG access to the Equipment during Normal Business Hours to perform meter inspections and meter readings. Further, if Customer does not provide TIG with meter readings on the last day of the month, TIG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Usage Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current usage copy charges for each copy in excess of the Usage Allowance. Invoices for excess copies will be rendered either monthly, quarterly, semi-annually or annually as determined by TIG.

**5. PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to TIG or by credit card, all invoices rendered for services performed under this Maintenance Agreement on Equipment within 30 days from the date of the invoice. TIG does not accept cash payments. If any part of any payment due to TIG is outstanding for more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TIG's administrative costs incurred by said late payment. Customer agrees that payments not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TIG shall have the right to discontinue service in the event Customer becomes delinquent in payment.

**6. CUSTOMER CHANGES.** TIG reserves the right to request additional changes and/or terminate services in the event the Customer implements any changes, updates, attachments or additions that make it more expensive or impractical for TIG to provide service to Customer or the Equipment.

**7. MAINTENANCE ONLY.** If Customer selects the Maintenance Only Option on the Maintenance Agreement, TIG will provide such maintenance services as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, non-emergency preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are self-replenishing items (including toner, drum cartridges, inkjet ink, laser toner, developer, fuser, paper, preventative maintenance kit and whiteboards, sheets, ink cartridges, filters, and waste bins) and supplies. Consumable Supplies are consumable parts or supplies that are used in the operation of the Equipment and which are not included in the Consumable Parts and Consumable Supplies. Consumable Supplies include: service problems or unusable copy quality. Also, TIG may terminate this Maintenance Agreement and the unused portion of any fee prepaid in TIG's sole and absolute discretion. In the event TIG so terminates this Maintenance Agreement, Customer will be offered continuing service from TIG at published hourly rates, subject to change without notice. The Operator Manuals for each piece of equipment outline specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges if established TIG rates then in effect. Customer agrees to service proper care of the Equipment. This Maintenance Agreement does not cover damage caused by user error, abuse or misuse or other, nor does it cover software and/or network printing configurations or related issues, and such services will be subject to additional charges at established TIG rates then in effect.

**8. BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during TIG's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TIG holidays and subject to change by TIG. At Customer's request, TIG may render service outside of normal business hours, subject to availability of personnel and additional charges at established TIG rates then in effect.

**9. RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, mirrors in TIG unit and supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to TIG in damaged condition. Additionally, TIG reserves the right to charge Customer a reasonable amount for any unused portion of these remaining parts to TIG's standard formula for such portion.

**10. AVAILABILITY OF SUPPLIES.** TIG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper) to Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.

**11. RECONSTRUCTION.** When a copy reconstruction is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and repair begins and parts replacement cannot keep a unit in satisfactory operating condition, TIG will advise Customer in most instances of needed repairs which will be in addition to ordinary maintenance/repair charges. If Customer does not authorize such work, TIG may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, including service only on a "Call" basis.

**12. NETWORK INTEGRATION.** If network integration services are provided by TIG, Customer warrants that the TIG Digital Site Survey has been accurately completed and TIG may rely on the information contained in the Site Survey in providing network integration services. TIG reserves the right to assess additional charges for services due to Customer's misapplication of its network, software, or operating systems.

**13. SYSTEM MONITORING.** TIG will deploy and operate its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TIG products for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and is described in TIG's DRM). Through Customer's selection of Meters System Monitoring, TIG reserves the right to access an automated tracking system. Customer not to exceed \$25 per line/call.

**14. DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opt-out of DSS at the time of execution of the Maintenance Agreement, or instructs by emailing Attn: Less than thirty (30) days prior another notice to TIG, TIG shall provide Customer with DSS. For a fee based on the Cost Schedule set forth in the DSS Addendum, which fee shall be

based with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting, remote connectivity issues, network, print, scan and fax resolution, printer driver updates, installation of additional peripherals, drivers and installation of additional security desktops, including issues arising as a result of changes in operating systems or email domains or servers that require reinstallation in Customer's equipment.

**15. AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed unless any notice from TIG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TIG's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term and equipment is in service for 5 years at which the maximum annual increase will not exceed 15%.

**16. CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the expiration of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TIG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any terms or condition contained herein. TIG may apply any refund due to the satisfaction of any part due to a breach for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TIG will not issue any refund for the unused portion.

**17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to TIG the following amounts as liquidated damages and not as a penalty: (a) During the first six (6) months of the contract term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, TIG may cancel this agreement and collect damages according to the foregoing formula.

**18. NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TIG does not constitute a waiver of such rights by TIG or in any way preclude TIG from enforcing such rights, or any other rights hereunder, at a later time.

**19. ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, as the event Customer has elected to acquire the Equipment from TIG, constitute the entire agreement between Customer and TIG regarding the maintenance of the Equipment, and may and shall not be negotiated, agreed upon (oral or written) proposals (oral or written) understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

**20. NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

**21. NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of TIG, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

**22. AUTHORITY.** Customer and TIG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized by each to the Mutual with Agreement by them.

**23. LIMITATION OF LIABILITY.** Under no circumstances shall TIG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TIG's liability in case of negligence or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TIG pursuant to this Maintenance Agreement.

**24. INDEMNITY.** CUSTOMER SHALL INDEMNIFY TIG AGAINST AND HOLD TIG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, TIG agrees to permit such indemnified claim in writing to Customer promptly and in timely form. Customer shall provide, whenever and other reasonable assistance requested to defend against any such indemnified claim.

**25. DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TIG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY. TIG expressly disclaims any duty as a provider of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, seismicity, natural force or any other negligent act of Customer or Customer's agents and/or service personnel by use of TIG personnel. TIG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment in the field, nor will any indirect electrical work covered under this agreement.

**26. ATTORNEYS FEES: COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TIG to hire a third party to an attorney and/or to initiate, defend, or settle any court action in any way related to this Maintenance Agreement, Customer agrees to pay TIG's reasonable attorneys' fees and all costs resulting from such action.

**27. CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performed in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TIG shall lie with any state or federal court of competent jurisdiction in Mobile County, AL.

**28. WAIVER OF JURY TRIAL.** CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.

**29. NOTICE.** Any notice or other communication given or required by this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to TIG, all notices shall be sent to the registered agent for TIG in the state in which the transaction arose, or to TIG, Attention: Nick Lacey, 2550 Drake Avenue, Huntsville, AL 37416. If the Customer, the notice shall be sent to Customer at the address specified on the invoice side hereof, or such other address which may be specified by Customer in writing to TIG.

**30. FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

**31. AFFIRMATIVE ACTION.** TIG and all vendors and/or subcontractors are obligated to and do, to the best of TIG's knowledge comply with the EEO clause of 41 CFR 101-11.6(a) and The Affirmative Action Clauses of 28 CFR 201.10(a).

Initials: \_\_\_\_\_

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

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

Purchase Order  
No. 2022-00001151  
DATE 08/04/2022

VENDOR 3646 - Barge Design Solutions, Inc.

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

NON-NEGOTIABLE

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



DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN and CE&I for ATRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 185,584.96 19 047	185,584.9600	\$185,584.96
		<i>Partial Payment</i> <i>Invoice: 205356</i> <i>\$7,880.<sup>01</sup></i> <i>(2015-A Bond)</i>		
			TOTAL DUE	\$185,584.96

*Roger Bellomy/wcc* 2022-08-04  
T13:10:49-05:00

Purchasing Agent Signature

Special Instructions

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



RECEIVED

NOV 15 2022

CITY OF MADISON  
ENGINEERING DEPARTMENT



200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

Sheet: 1 of 1  
Project Number: 3604304  
Invoice Date : 11/10/2022  
Billing: 5  
Invoice No.: 205356  
Dates: 10/01-10/28/2022  
PO No.: 2022-00001151

Project Name : Wall Triana ATRIPII CEI

DIRECT LABOR

EMPLOYEE	TITLE	RATE/ HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC	TOTAL AMOUNT
Atkerson, Julia	Administrator	28.10	1.50	42.15	3.41	143.73
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	38.47	0.00	0.00	3.41	0.00
Glass, Jeffrey	Proj. Mgr.	80.78	18.00	1,454.04	3.41	4,958.28
Kimbrel, Jessica	Administrator	29.11	1.00	29.11	3.41	99.27
Kimbrough, Jack	Engineer	67.31	0.00	0.00	3.41	0.00
Minor, Calvin	Const. Rep.	32.00	30.00	960.00	2.38	2,284.80
Minor, Calvin	Const. Rep.	48.00	1.50	72.00	2.38	171.36
Yates, Maleiha	Engineer	32.30	1.00	32.30	2.38	76.87
Subtotal			53.00	\$2,443.15		
TOTAL						<u>\$7,734.31</u>

DIRECT COSTS

<u>Transportation-Mileage</u>		233.1	0.625	\$145.70
TOTAL				<u>\$145.70</u>

OTHER COSTS

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

AMOUNT REQUESTED THIS STATEMENT \$7,880.01

Ceiling Summary

Project Fee	\$185,584.96
Billed To Date	<u>66,945.87</u>
Balance	<u>\$118,639.09</u>
Percent Used	36.07%

*E. Michelle Dunson*  
11/15/2022

CITY OF MADISON, ALABAMA

2015-A  
BOND PAYMENT  
REQUISITION FORM

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

Vendor Number: 3646

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

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

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection Improvements

Project Number: 19-047

Professional construction, engineering and inspection services for the ATRP2-45-2020-327 project for Wall Triana and I-565 Intersection Improvements (City Project #19-047). Approved by Res. 2022-93-R on March 28, 2022.  
  
This is a public City project and proceeds from the 2015-A Bond issue can be used to pay for these professional services.

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

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

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

This 23rd day of August, 2022.

CITY OF MADISON

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

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

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

**RESOLUTION NO. 2022-321-R****RESOLUTION TO AWARD BID FOR  
RENOVATION AND CONSTRUCTION OF MADISON  
COMMUNITY CENTER**

**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 renovation and construction of a Community Center for the City of Madison (Architect Project #21213); 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 October 13, 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 **Lee Builders, 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 **Lee Builders, 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 **Lee Builders, Inc.** as the lowest responsible, responsive bidder in the Bid amount of approximately eleven million, two hundred five thousand four hundred sixty dollars (\$11,205,460), 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 **Lee**

**Builders, 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 **Lee Builders, 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 **Lee Builders, 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 **Lee Builders, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED AND ADOPTED** this 28th day of November 2022.

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

ATTEST:

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

**APPROVED** this \_\_\_\_ day of November 2022.

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

**BID TABULATION**  
 October 25, 2022, 2:00 P.M. CDT

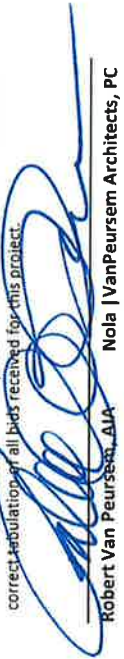
STATED BUDGET \$ 10,000,000

**THE CITY OF MADISON**  
**MADISON COMMUNITY CENTER**  
**NOLA | VANPEURSEM ARCHITECTS, PC PROJECT NO.: 21213**

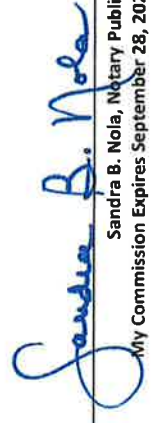
	Carmon Construction, Inc. Albertville, AL	Lee Builders, Inc. Huntsville, Alabama	P&C Construction, Inc. Chattanooga, TN
GC LICENSE NUMBER	15352	14882	NO BID
BID BOND	✓	✓	
ADDENDA 1 - 5 ACKNOWLEDGED	✓	✓	
SALES TAX ESTIMATED SAVINGS	✓	✓	
UNIT PRICES	✓	✓	
SUPPLEMENT A* (LIST OF SUBS) Due from all Bidders w/in 24hrs			
BASE BID	\$11,897,844.00	\$10,834,273.00	
BASE BID ENVELOPE ADJUSTMENT	-	+\$200,000.00	
NET BASE BID	\$11,897,844.00	\$11,034,273.00	
ALTERNATE NO. 1 - Patio Renovation	+\$260,000.00	+\$171,187.00	
BASE BID ALTERNATE ENVELOPE ADJUSTMENT	-	-	
NET ALTERNATE	+\$260,000.00	+\$171,187.00	
NET BASE BID WITH ALTERNATE	\$12,157,844.00	\$11,205,460.00	

**CERTIFICATION**

I certify that the above bids were received, sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

  
 Robert Van Peursem, AIA Nola | VanPeursem Architects, PC



Subscribed and sworn to before me on the 25th day of October, 2022:  
  
 Sandra B. Nola, Notary Public  
 My Commission Expires September 28, 2025

Nola | VanPeursem Architects, PC • 301 Jefferson Street • Huntsville, AL 35801

# BID PROPOSAL

Project: Madison Community Center

Owner: City Of Madison

Architect: Nola Van Peurseem Architects. PC

Architect Project Number: 21213

**Bid Turn In Address:** Madison City Hall, Council Chambers, 100 Hughes Road,  
Madison Alabama.

**Bid Date:** Tuesday, October 25, 2022 at 2:00 pm local time.

Lee Builders, Inc. G.C. #14882

Add @ \$200,000 to Base Bid  
NLS (11)

Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 10 00 - 1  
BID FORM

**SECTION 00 10 00**

**BID FORM**

Project Identification: Madison Community Center

Bid To: City of Madison

Bid From: Lee Builders Inc.

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1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with the Owner, in the form included in the bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, bidder represents, as more fully set forth in the agreement, that:
  - a. This Bid will remain subject to acceptance for 45 days after the day of the bid opening, however the contract period shall be extended one day for each day Notice to Proceed is delayed 90 days past bid day.
  - b. The Owner has the right to reject this Bid for any reason without disclosure;
  - c. Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security;
  - d. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of the Owner's Notice of Award;
  - e. Bidder has examined copies of all Bidding Documents;
  - f. Bidder has visited the site and become familiar with the general, local and site conditions;
  - g. Bidder is familiar with federal, state, and local laws and regulations;
  - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - i. Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to proceed of the owner, and to Substantially Complete no later than Five Hundred Forty (540) calendar days after the Notice to Proceed is issued.
  - j. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement of rules of a group, association, organization or corporation; Bidder has not



Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 10 00 - 2  
BID FORM

directly or indirectly induced or solicited another bidder to submit false or sham Bid; Bidder has not solicited or induce a person, firm or corporation to refrain from bidding and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over Owner;

k. Bidder has received the following Addenda receipt of which is hereby acknowledged; Addenda 1-5

BASE BID: For construction complete as shown and specified, the sum of:  
ten million eight hundred thirty-four thousand two hundred seventy-three and 00/100  
Dollars (\$ 10,834,273 )

SALES TAX ACCOUNTING: Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

Base Bid \$ 405,697

Alternate No. 1 (add) (deduct) \$ 6,294

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

SUBMITTED on October 25th, 20 22

By Lee Builders Inc. (SEAL)  
(Firm Name)

C. Sean Lee - Vice President Lee Builders Inc.  
(Name / title of Person Authorized to Sign)

Business Address: 2049 Fisher Street SW, Huntsville  
Alabama, 35803

Phone Number: 256-881-1778

Contractor's License No.: 14882

END OF DOCUMENT



Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 43 23 - 1  
SUPPLEMENT C - LIST OF ALTERNATES

**SECTION 00 43 23**

**SUPPLEMENT C - LIST OF ALTERNATES**

**PARTICULARS**

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Lee Builders Inc.

1.03 TO: CITY OF MADISON

1.04 DATED October 25, 2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**LIST OF ALTERNATES**

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES: SCHEDULE OF ALTERNATES.

2.02 ALTERNATE # 1: (ADD) (DEDUCT) \$ 171,187 (PATIO RENOVATION)

END OF SUPPLEMENT C

Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 43 22 - 1  
SUPPLEMENT B - LIST OF UNIT PRICES

**SECTION 00 43 22**

**SUPPLEMENT B - LIST OF UNIT PRICES**

**PARTICULARS**

1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) LEE BUILDERS

1.03 TO: CITY OF MADISON

1.04 DATED 10/25/22 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

1.05 THE FOLLOWING UNIT PRICES ARE FOR ADDITIONS TO OR DEDUCTIONS FROM THE WORK WHEREIN UNIT PRICES ARE APPLICABLE AS DETERMINED BY THE ARCHITECT AND OWNER. THESE UNIT PRICES INCLUDE ALL CHARGES FOR LABOR AND MATERIALS, FEE, LAYOUT, SUPERVISION (FIELD AND HOME OFFICE), GENERAL EXPENSES, TAXES, INSURANCE, OVERHEAD AND PROFIT, FOR UNIT ITEM OF WORK IN PLACE. THE CONTRACT SUM SHALL BE INCREASED OR DECREASED BASED UPON QUANTITY DIFFERENCE MULTIPLIED BY THE APPLICABLE UNIT PRICE, IN ACCORDANCE WITH THE GENERAL CONDITIONS.

**UNIT PRICE LIST**

	ITEM DESCRIPTION -----	UNIT QUANTITY-----	UNIT VALUE
2.01	CONCRETE - CUBIC YARD:		
	UNIT PRICE \$ <u>700</u> /CY X QUANTITY 10 CY = ALLOWANCE \$ <u>7,000</u> *		
2.02	REBAR - TON:		
	UNIT PRICE \$ <u>1,800</u> /TON X QUANTITY 1/2 TON = ALLOWANCE \$ <u>900</u> *		
2.03	STEEL - TON:		
	UNIT PRICE \$ <u>8,000</u> /TON X QUANTITY 1/2 TON = ALLOWANCE \$ <u>4,000</u> *		
2.04	REMOVAL OF UNSUITABLE SOILS - CUBIC YARD:		
	UNIT PRICE \$ <u>15.00</u> /CY X QUANTITY 100 CY = ALLOWANCE \$ <u>1,500</u> *		
2.05	COMPACT FILL (INSTALLED) - CUBIC YARD:		
	UNIT PRICE \$ <u>19.00</u> /CY X QUANTITY 100 CY = ALLOWANCE \$ <u>1,900</u> *		
2.06	TRENCH ROCK EXCAVATION - CUBIC YARD:		
	UNIT PRICE \$ <u>325</u> /CY X QUANTITY 100 CY = ALLOWANCE \$ <u>32,500</u> *		
2.07	6-INCH CONCRETE PAVEMENT (REMOVAL AND REPLACEMENT)- SQUARE FOOT:		
	UNIT PRICE \$ <u>12.00</u> /SF X QUANTITY 1,600 SF = ALLOWANCE \$ <u>19,200</u> *		

\* INDICATES AMOUNTS TO BE INCLUDED IN BASE BID.

END OF SUPPLEMENT B

Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 10 00 - 1  
BID FORM

**SECTION 00 10 00**

**BID FORM**

Project Identification: Madison Community Center

Bid To: City of Madison

Bid From: Lee Builders Inc.

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1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with the Owner, in the form included in the bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, bidder represents, as more fully set forth in the agreement, that:
  - a. This Bid will remain subject to acceptance for 45 days after the day of the bid opening, however the contract period shall be extended one day for each day Notice to Proceed is delayed 90 days past bid day.
  - b. The Owner has the right to reject this Bid for any reason without disclosure;
  - c. Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security;
  - d. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of the Owner's Notice of Award;
  - e. Bidder has examined copies of all Bidding Documents;
  - f. Bidder has visited the site and become familiar with the general, local and site conditions;
  - g. Bidder is familiar with federal, state, and local laws and regulations;
  - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - i. Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to proceed of the owner, and to Substantially Complete no later than Five Hundred Forty (540) calendar days after the Notice to Proceed is issued.
  - j. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement of rules of a group, association, organization or corporation; Bidder has not



Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 43 23 - 1  
SUPPLEMENT C - LIST OF ALTERNATES

**SECTION 00 43 23**

**SUPPLEMENT C - LIST OF ALTERNATES**

**PARTICULARS**

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Lee Builders Inc.

1.03 TO: CITY OF MADISON

1.04 DATED October 25, 2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**LIST OF ALTERNATES**

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES: SCHEDULE OF ALTERNATES.

2.02 ALTERNATE # 1: (ADD) (DEDUCT) \$ 171,187 (PATIO RENOVATION)

END OF SUPPLEMENT C

Madison Community Center  
1329 Brownsferry Road  
Project No. 21213

00 43 22 - 1  
SUPPLEMENT B - LIST OF UNIT PRICES

**SECTION 00 43 22**

**SUPPLEMENT B - LIST OF UNIT PRICES**

**PARTICULARS**

1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Lite Builders

1.03 TO: CITY OF MADISON

1.04 DATED 10/25/22 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

1.05 THE FOLLOWING UNIT PRICES ARE FOR ADDITIONS TO OR DEDUCTIONS FROM THE WORK WHEREIN UNIT PRICES ARE APPLICABLE AS DETERMINED BY THE ARCHITECT AND OWNER. THESE UNIT PRICES INCLUDE ALL CHARGES FOR LABOR AND MATERIALS, FEE, LAYOUT, SUPERVISION (FIELD AND HOME OFFICE), GENERAL EXPENSES, TAXES, INSURANCE, OVERHEAD AND PROFIT, FOR UNIT ITEM OF WORK IN PLACE. THE CONTRACT SUM SHALL BE INCREASED OR DECREASED BASED UPON QUANTITY DIFFERENCE MULTIPLIED BY THE APPLICABLE UNIT PRICE, IN ACCORDANCE WITH THE GENERAL CONDITIONS.

**UNIT PRICE LIST**

ITEM DESCRIPTION ----- UNIT QUANTITY-----UNIT VALUE

2.01 CONCRETE - CUBIC YARD:

UNIT PRICE \$ 700 /CY X QUANTITY 10 CY = ALLOWANCE \$ 7,000 \*

2.02 REBAR - TON:

UNIT PRICE \$ 1,800 /TON X QUANTITY 1/2 TON = ALLOWANCE \$ 900 \*

2.03 STEEL - TON:

UNIT PRICE \$ 8,000 /TON X QUANTITY 1/2 TON = ALLOWANCE \$ 4,000 \*

2.04 REMOVAL OF UNSUITABLE SOILS - CUBIC YARD:

UNIT PRICE \$ 15.00 /CY X QUANTITY 100 CY = ALLOWANCE \$ 1,500 \*

2.05 COMPACT FILL (INSTALLED) - CUBIC YARD:

UNIT PRICE \$ 19.00 /CY X QUANTITY 100 CY = ALLOWANCE \$ 1,900 \*

2.06 TRENCH ROCK EXCAVATION - CUBIC YARD:

UNIT PRICE \$ 325 /CY X QUANTITY 100 CY = ALLOWANCE \$ 32,500 \*

2.07 6-INCH CONCRETE PAVEMENT (REMOVAL AND REPLACEMENT)- SQUARE FOOT:

UNIT PRICE \$ 12.00 /SF X QUANTITY 1,600 SF = ALLOWANCE \$ 19,200 \*

\* INDICATES AMOUNTS TO BE INCLUDED IN BASE BID.

END OF SUPPLEMENT B




**AIA** Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*

Lee Builders, Inc.  
2049 Fisher Street, SW  
Huntsville, AL 35803

**SURETY:**
*(Name, legal status and principal place of business)*

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

**OWNER:**
*(Name, legal status and address)*

City of Madison  
100 Hughes Road  
Madison, AL 35758

**BOND AMOUNT:** \$ Five Percent (5%) of Bid Amount but no more than  
Ten-Thousand Dollars (\$10,000.00)

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Renovation of Existing Building - Madison Community Center  
1329 Browns Ferry Road, Madison, AL 35758

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(3B9ADA1F)

Signed and sealed this 25<sup>th</sup> of October, 2022

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Lee Builders, Inc.  
(Contractor as Principal) (Seal)

\_\_\_\_\_  
(Title)

Fidelity and Deposit Company of Maryland  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Blake Stephenson, Attorney-in-Fact



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudia C. MCCOY, Frederick M. LANIER, Hamlin L. CALDWELL, Steven D. MCCURRY, Linda HARLOW, Lisa D. ROSSETTI, Patricia D. RODGERS, Laurie B. HILL, Blake STEPHENSON of Huntsville, 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 09th day of June, A.D. 2021.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 09th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**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 25th day of October, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*

Lee Builders, Inc.  
2049 Fisher Street, SW  
Huntsville, AL 35803

**SURETY:**
*(Name, legal status and principal place of business)*

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

**OWNER:**
*(Name, legal status and address)*

City of Madison  
100 Hughes Road  
Madison, AL 35758

**BOND AMOUNT:** § Five Percent (5%) of Bid Amount but no more than  
Ten-Thousand Dollars (\$10,000.00)

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Renovation of Existing Building - Madison Community Center  
1329 Browns Ferry Road, Madison, AL 35758

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**Init.**

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**User Notes:**

(3B9ADA1F)

Signed and sealed this 25<sup>th</sup> of October, 2022

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Lee Builders, Inc.  
(Contractor as Principal) (Seal)

\_\_\_\_\_  
(Title)

Fidelity and Deposit Company of Maryland  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Blake Stephenson, Attorney-in-Fact



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudia C. MCCOY, Frederick M. LANIER, Hamlin L. CALDWELL, Steven D. MCCURRY, Linda HARLOW, Lisa D. ROSSETTI, Patricia D. RODGERS, Laurie B. HILL, Blake STEPHENSON of Huntsville, 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 09th day of June, A.D. 2021.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 09th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



**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 of 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 25th day of October, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**ORDINANCE NO. 2022-311**

**AN ORDINANCE TO AMEND SECTION 12, "COMPENSATION AND BENEFITS," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

**WHEREAS**, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Section 12, "Compensation and Benefits," in August of 2021 and;

**WHEREAS**, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Section 12, "Compensation and Benefits," in the manner set forth in the attached documents;

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

**SECTION 1.** That the current Section 12 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with that document identified as "Section 12" and attached hereto.

**SECTION 2.** That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

**SECTION 3.** That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 12 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**SECTION 4.** That this Ordinance shall become effective upon adoption.

**READ, PASSED, and ADOPTED** this 28th day of November 2022.

**ATTEST:**

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

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

**APPROVED** this \_\_\_\_ day of November 2022.

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

**POLICY: COMPENSATION AND BENEFITS**

Policy Section No. 12

Date Issued September 9, 2002

Last Revision: November 28, 2022

<b>SECTION 12 – COMPENSATION AND BENEFITS</b>			
<b>Section</b>	<b>Topic and Subsections</b>	<b>Subtopic</b>	<b>Pages</b>
<b>12.1</b>	<b>COMPENSATION</b>		<b>2 – 18</b>
	□ 12.1.1	<b>General Provisions</b>	<b>2 – 8</b>
		□ <b>Policy Statement</b>	<b>2</b>
		□ <b>Job Descriptions</b>	<b>2</b>
		□ <b>Exempt and Non-Exempt Job Classifications</b>	<b>2 - 4</b>
		□ <b>Pay Compliance Inquiries (FLSA)</b>	<b>4</b>
		□ <b>Classification Plan</b>	<b>4 - 5</b>
		□ <b>Pay Plans</b>	<b>5</b>
		□ <b>Reassignments</b>	<b>6</b>
		□ <b>Working Out of Classification</b>	<b>6 - 7</b>
		□ <b>Anniversary Dates</b>	<b>7</b>
	□ 12.1.2	<b>Classified Sworn Officers—Pay Plan Guidelines</b>	<b>8 - 9</b>
	□ 12.1.3	<b>Certified Firefighters – Pay Plan Guidelines</b>	<b>10 – 11</b>
	□ 12.1.4	<b>General Classification – Pay Plan Guidelines</b>	<b>12 – 13</b>
	□ 12.1.5	<b>Department Heads – Pay Plan Guidelines</b>	<b>14</b>
	□ 12.1.6	<b>Temporary Employees –Pay Plan Guidelines</b>	<b>15</b>
<b>12.2</b>	<b>PAY ADMINISTRATION</b>	□ <b>Pay Period</b>	<b>16</b>
		□ <b>Time Sheets and Records</b>	<b>16</b>
		□ <b>Overtime and Compensatory Rates</b>	<b>16 - 17</b>
		□ <b>Approval for Overtime and Compensatory Time</b>	<b>17</b>
		□ <b>Compensatory Time Off</b>	<b>17-18</b>
		□ <b>Paramedic Differential Pay</b>	<b>18</b>
		□ <b>Fire Officer Administrative Differential</b>	<b>18</b>
		□ <b>Police Shift Pay Differential</b>	<b>18 - 19</b>
		□ <b>Sworn Police Officer Specialized Unit Assignment Pay Differentials</b>	<b>19 - 20</b>
		□ <b>On-Call Duty and Call-Out</b>	<b>21 – 22</b>
<b>12.3</b>	<b>BENEFITS</b>	□ <b>Group Insurance</b>	<b>23</b>
		□ <b>Group Insurance Changes</b>	<b>23</b>
		□ <b>Documentation Requirements</b>	<b>23</b>
		□ <b>Deadline Warnings</b>	<b>24</b>
		□ <b>Dependents (and Divorce)</b>	<b>24</b>
		□ <b>Optional Insurance</b>	<b>24</b>
		□ <b>Employee Assistance Program</b>	<b>25</b>
		□ <b>Workers’ Compensation</b>	<b>25</b>
		□ <b>Employee Self-Service Center</b>	<b>25</b>
	<b>12.3.1</b>	<b>Tuition Refund Program</b>	<b>26 - 28</b>
	<b>12.3.2</b>	<b>Retirement Benefits</b>	<b>29 - 31</b>
<b>12.4</b>	<b>SAFETY PROGRAM</b>		<b>32 - 33</b>

**12.1 COMPENSATION**

**12.1.1 GENERAL PROVISIONS**

**Policy Statement.** The City will determine compensation based on fairness, internal and external equity and budget allocations. Such compensation will be comprised of employee pay and city-provided benefits that will be established and maintained in accordance with the guidelines of this chapter. All sections and guideline provisions are contingent on City Council budget approvals.

**Job Descriptions.** Department Heads will be responsible for preparing, maintaining, and periodically reviewing and revising (as necessary) job descriptions for each position within their departments.

Council Appointed Department Heads –The Mayor shall forward Job Descriptions for positions appointed by City Council to the Human Resources Committee, who would, after review and approval, take it to the City Council for review and approval.

All Other Job Descriptions – Department Heads shall forward job descriptions for all other positions in the City to the Mayor for his or her review and approval, after recommendation by the Human Resources Director.

Approved job descriptions will follow the standard format of the City and will identify the representative duties and tasks, along with the job-related knowledge, education, skill, and abilities that are required for proper performance of the job. They will include a specific description of essential and secondary job functions. The job description will be used to evaluate each job and to assign each position to the appropriate pay grade in the classification plan.

**Exempt and Non-Exempt Job Classifications.**

Each job classification shall be designated as being “exempt” or “non-exempt,” as defined by the Fair Labor Standards Act (FLSA) , 29 U.S.C. § 201, et seq., and its implementing regulations. The job description and/or related job analysis shall be used to designate the appropriate exemption status for the job classification in accordance with the FLSA, as determined by a combination of such factors and guidelines including:

- Weekly pay amount (Note: Part-time employees are classified as hourly for time accounting purposes, regardless of position.);
- Whether the employee performs manual or non-manual work;
- The degree of supervision exercised (compared to other duties);

**POLICY: COMPENSATION AND BENEFITS**

Policy Section No. 12

Date Issued September 9, 2002

Last Revision: November 28, 2022

- The degree and frequency of exercising discretionary authority and independent judgment;
- The level of participation in policy making and related planning;
- Non-routine and non-clerical administrative work involving discretion and independent judgment with respect to matters of significance (in importance and/or consequence).
- The performance of specialized and technical work requiring advanced specialized training, experience and knowledge customarily acquired by a prolonged course of specialized intellectual instruction.

**Exempt Employees.**

“Exempt” employees are regular full-time employees who are exempt from the overtime requirements of the FLSA. Exempt employees are not entitled to overtime pay or compensatory time off regardless of the number of hours they work during a workweek.

Exempt employees are expected to work the typical workday as other full-time employees in their department, or a schedule determined by the Department Head, typically an average of at least 40 hours per week. Exempt employees may need to work additional hours outside the normal workday to attend meetings, such as Council meetings, etc., or perform other work required for their particular job position. Work schedules and time off from the exempt employee’s regular work schedule must be approved in advance by the Department Head (or Mayor).

Exempt employees are typically paid their full salary for a workweek in which work is performed, in accordance with the FLSA. However, full-day absences or suspensions from work may not be paid and/or will be charged as leave in accordance with the leave policies, as applicable (See Policy Section 11).

An exempt employee’s pay or accrued leave accounts will not be reduced for partial time off in a given workday in accordance with the FLSA, except for certain medical leave in accordance with the Family Medical Leave Act, and applicable non-accrued leave, such as Administrative Leave, Personal Leave, and/or Military Leave.

Consistent with the FLSA, exempt employees’ normal pay will not be deducted for absences occasioned by the employer or the operating requirements of the business. For example, exempt employees’ salary (or leave accruals) will not be deducted for time missed due to business being closed for inclement weather or other reasons determined by the Mayor. However, if the business is open and the employee does not report to work for a full day, his/her pay or qualifying leave accruals can be deducted.



**POLICY: COMPENSATION AND BENEFITS**

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Department Heads may require exempt employees to record and track hours, work a specified schedule, and make up work time lost due to personal absences of less than a day.

**Hourly  
(Non-Exempt)  
Employees.**

All employees who are not designated as exempt employees (including temporary employees) are classified as non-exempt or hourly employees and are subject to the minimum wage and overtime provisions of the FLSA. Non-exempt employees will be paid for all hours worked (or leave taken in accordance with the Attendance and Leave Policy Section 11) per pay period. Hours worked outside of standard scheduled work hours are approved by management. Regardless, if an employee is suffered or permitted to work outside of their regular shift, the employee shall include that time as time worked on their timesheet. Such pay will be based on the hourly rate (or overtime rate) of pay for the job, as established by the approved classification and pay plan and any applicable, adjusted hourly rate calculations as required by FLSA.

**Pay Compliance  
Inquiries. (FLSA)**

If an employee suspects he/she was not properly paid for any period of time, and/or if he/she receives a paycheck in which he/she thinks deductions have been impermissibly made for time not worked during the preceding pay period, he/she MUST submit concerns in writing to the Director of Human Resources for review. The City will review the deductions in light of the FLSA, and will determine whether the deductions taken were permissible and/or whether the payments made were proper. In the event that deductions taken are impermissible or the employee was otherwise improperly paid, the employee will be reimbursed for the improper salary deduction and/or corrections made, as applicable. The City will continue to make a good faith effort to comply with the FLSA regarding exempt employee salary deductions and general payment obligations.

**Classification  
Plan.**

Classification plans shall be maintained using the approach that, insofar as practicable, jobs that are comparable in responsibility, scope, complexity, required education, knowledge, skill, and ability may be assigned to a comparable pay grade, while balancing adjustments for internal equity, budget considerations and external factors, such as

- **external competition for skills;**
- **recruiting challenges;**
- **difficulty to backfill;**
- **turnover and applicant data, and**

- **risk, cost and consequences of turnover.**

The classification plans shall contain a sufficient number of pay grades to adequately and fairly distinguish differences among jobs assigned to the plans. The assignment of jobs to pay grades contained in the plans shall be made through the evaluation of each job by Human Resources based on a job description for the position. Based on recommendation by the Human Resources Director and approval by the Mayor, revisions to the classification plans must be presented by the Human Resources Committee for City Council approval after the Department Head or Human Resources completes the standard process and forms. Pay plan reclassifications for existing positions will normally be considered at least two months before the budget preparation process begins, except in unique situations requiring more timely changes for business reasons, initiated by the Mayor or Human Resources.

If the Human Resources Committee’s evaluation of an existing position on the City’s classification plan results in a lower job grade than the grade the position is currently assigned, the position’s grade will not be adjusted until the position is vacant. However, the grade will be adjusted prior to filling the position based on the approval of City Council.

The City Council has adopted four Pay Plans, including subsequent Pay Guidelines: 1) Sworn Police Officers; 2) Certified Firefighter Personnel; 3) General, Including All Other Classified City Employees; and 4) Department Heads and Aides.

**Pay Plans.**

City Pay Plans have been established by the City Council and will be used in conjunction with the approved classification plans to determine the pay for all unclassified, classified, and temporary service employees. The pay plans establish a minimum and maximum pay range for each pay grade contained in the classification plan.

The Pay Plans shall be reviewed periodically by Human Resources and the Mayor, and recommendations may be made for adjustments based on **budget availability, external competition for skills, turnover and applicant data.**

The Pay Plans are subject to adjustment or modification by the City Council.

**Reassignments**

**(Non-Promotion).**

When an employee is transferred to an equivalent (Grade) position, the employee's base pay level will remain approximately the same as before reassignment. When an employee is demoted or transferred to a job with a lower grade, the employee's pay will be established at the grade of the new position, at the same step he/she was at prior to the transfer. All pay adjustments for employee reassignments will be recommended by the Department Head who must complete all Human Resources required paperwork (Change of Status Form) for such changes, and all proposed adjustments will be submitted to the Mayor for approval before becoming effective.

When an employee is hired from a General Classification position to a certified Police or Fire position, the employee's starting pay in the new position will follow guidelines of a new employee. When a certified Police or Fire classified employee is transferred or hired to a General Classification position the Department Head and Human Resources, with approval by the Mayor, will determine the pay on the different plan and determine if it is considered a transfer, demotion or promotion on a rare, case by case basis.

**Acting Pay/  
Working Out of  
Classification**

If an employee, through the direction of the Department Head or Mayor is temporarily assigned the responsibility of performing the majority of the duties normally performed by another employee in a higher classification, that employee may, after a reasonable time period as determined by the Department Head or Mayor, receive temporary compensation at the grade of the temporary acting position at a step between 5% to 10% above the pay of their regular position, unless to get on the proper grade, at Step 1, would equate to more than 10%.

Pay will be changed the beginning of the following pay period after all required paperwork has been submitted to Human Resources and would not be changed back until the beginning of a new pay period.

However, in the event the temporary vacancy or absence becomes a permanent vacancy, the Department Head shall consider all qualified and eligible applicants or candidates, and the position will be posted according to current staffing procedures. Experience in a temporary assignment will in no way guarantee promotion into a position should one become available.

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The following are provisions for temporary appointment and compensation:

- a) A temporary vacancy or absence must exist within the department due to the absence of a regular full-time employee;
- b) As determined by the Department Head, a temporary out-of-class appointment must be necessary for the efficient operation of the department (NOTE: If an employee's regular position requires serving on the behalf of their immediate manager, such as an Assistant Director to a Department Head for example, that employee may not typically be considered to be working out of classification, since it would be part of his/her regular job requirements, unless it is for an extended period of time);
- c) The Department Head shall have the discretion to designate which employee, if any, shall be assigned and for what duration an employee may serve;
- d) An employee will not be eligible for additional compensation under this policy until the beginning of the following pay period after the temporary assignment AND all required paperwork has been submitted to Human Resources. The employee temporarily assigned to a higher classification, shall receive compensation equal to the grade established for the temporary classification. Upon completion of the temporary assignment, the employee's pay will revert to his/her regular pay at the beginning of a new pay period. Department Heads must submit a Classification Change Request Form for each change (to Acting, and to return to regular position) prior to the beginning of the pay period.

If an employee temporarily works in a position with a lower grade, the employee's pay rate will not change.

**Anniversary  
Dates.**

An employee's anniversary date (date of employment/hire) will be used to determine eligibility for pay increases, leave accruals, and other areas, which are related to an employee's years of service.

If an individual is separated and is later reemployed to a regular full-time position, the new anniversary date will be established as the employee's new hire/rehire date as a "new employee", unless the employee is reemployed to the last position he/she left within 30 days. In that case, the pay, accrual rates and remaining sick leave balance would be the same as when the employee left, and the employee would not be considered a "new employee".

**12.1.2 CLASSIFIED SWORN OFFICERS PAY PLAN GUIDELINES**

The Sworn Officers Pay Plan of the City of Madison, as adopted by City Council, includes grades and steps of established wages or annual salary for all Sworn Officer positions except unclassified employees.

**Grades,  
Purpose.**

The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a ten percent (10%) differential between each grade.

**Steps,  
Purpose.**

The steps of the Pay Plan may be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes varying percentage differentials between each step (4% for the beginning of the plan steps, and 3% after Step 10. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

**New Patrol  
Officer  
Employees.**

New Patrol Officer employees will generally be hired at the pay or salary at the first step for the grade. For Patrol Officers, the first step is considered Step 3 on the pay scale, due to recruiting challenges. On the pay period following adoption of this policy change, all current Patrol Officers (and personnel promoted from title of Patrol Officer to another certified Police position in fiscal year 2020) shall be adjusted accordingly within the pay scale.

If a terminated employee is re-employed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

New employees with three (3) or more years of continuous full-time Alabama Peace Officers’ Standards and Training Commission (APOSTC) certified law enforcement employment shall be hired above the minimum rate. New employees from another state must have three (3) or more years of continuous full-time certified law enforcement employment with a current Peace Officers Standards and Training certificate from another state to be hired above the minimum rate, as long as they meet the following criteria: 1) their certification must be in good standing 2) they must comply with APOSTC Administrative Code; and 3) they must have had less than two (2) years break in serve at the time of hire with the City.



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Full Years of APOSTC Certified Experience Hiring Step

3 Years, But Less Than 5	1 Additional Step
5 Years, But Less Than 7	2 Additional Steps
More than 7 Years	3 Additional Steps

**Other Sworn  
APOST Officers**

Other new APOST certified employees (other than Patrol Officers) will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

With the recommendation of the Human Resources Director and final approval of the Mayor, other new sworn employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance  
Increases,  
Procedures.**

One-step increases may be based on Satisfactory PERFORMANCE and may be effective the pay period following the date all required documentation is received in Human Resources, following the employee’s anniversary date. Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been “satisfactory” (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

**Merit  
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted  
Employees.**

The pay for promoted sworn officers will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.

**12.1.3 CERTIFIED FIREFIGHTER PAY PLAN GUIDELINES**

The adopted Certified Firefighter Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all Certified Firefighter positions except unclassified employees.

**Grades,  
Purpose.**

The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan.

**Steps,  
Purpose.**

The steps of the Pay Plan may be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a three percent (3%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

**New Firefighter  
Level Employees.**

New Firefighter Level employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1 “Anniversary Dates.”

New employees with continuous paid professional firefighter experience and who are currently certified or certifiable as a professional firefighter, level one, by the Alabama State Personnel and Standards Commission shall be hired at above the minimum rate, as follows:

<u>Full Years of Professional Certifiable Firefighter Experience</u>	<u>Hiring Step</u>
3 Years, But Less Than 5	Step 2
5 Years, But Less Than 7	Step 3
More than 7 Years	Step 4

**Other New  
Employees**

Other new certified employees (other than Firefighter) will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

With the recommendation of the Human Resources Director and final approval of the Mayor, other new certified employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or

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other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance  
Increases,  
Procedures.**

One-step increases may be based on Satisfactory PERFORMANCE and may be effective the pay period following the date all required documentation is received in Human Resources, following the employee’s anniversary date. Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been “satisfactory” (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

**Merit  
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted  
Employees.**

The pay for promoted certified firefighters will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.

**12.1.4 GENERAL CLASSIFIED EMPLOYEES PAY PLAN GUIDELINES**

The adopted General Classified Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all City positions except unclassified employees, Classified Sworn Officers and Certified Firefighters. The pay of each employee to whom the Pay Plan is applicable is established in accordance with the appropriate grade and step in the Plan.

**Grades,  
Purpose.**

The grades of the Pay Plan will be used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a ten percent (10%) differential between each grade.

**Steps,  
Purpose.**

The steps of the Pay Plan may be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a three percent (3%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

**New Employees.**

New employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is re-employed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

With the recommendation of the Human Resources Director and final approval of the Mayor, new employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance  
Increases  
Procedures**

One-step increases may be based on Satisfactory PERFORMANCE and may be effective the pay period following the date all required documentation is received in Human Resources, following the employee’s anniversary date.

Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been “satisfactory” (fully meets the performance expected for the total position)

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during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees may be evaluated on their anniversary date.

**Merit  
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted  
Employees.**

The pay for promoted employees will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.



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**12.1.5 POSITIONS PAY PLAN GUIDELINES FOR DEPARTMENT HEADS AND APPOINTED AIDES**

The Department Head Pay Plan of the City of Madison includes annual salary for unclassified Department Head level employees.

**Salary Ranges.** The City Council establishes the salary ranges for each of the positions in the unclassified service in the City of Madison.

**Modification of Salary Ranges.** The salary ranges may be modified at any time by majority vote of the City Council.

**Salary at the Time of Employment or Appointment.** The salary of an unclassified Department Head employee at the time of employment or appointment will be determined based on the employee’s qualification, background, experience and other applicable consideration.

**Salary Adjustments.** Performance increase of 0% to 9% for Department Heads and Aides may be considered, depending on individual performance, critical skills and budget availability. Any increases must be approved by the Human Resources Committee.

With respect to cost-of-living (COLA) increases, if budgeted, unclassified Department Head and Aide employees shall be given the same percentage increases as that given through an across-the-board increase to the Pay Plan of classified employees.

Whenever City Council approves a COLA (cost of living adjustment) for all employees and/or merit raises for unclassified employees, the end of each salary range shall be increased by the percentage of the approved COLA and/or the merit raise of each position.

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**12.1.6 TEMPORARY EMPLOYEES PAY GUIDELINES**

Rates of pay for temporary service employees will be based upon the City classification and pay plans if an employee is hired for a job that is assigned to the City classification plan. For administrative purposes, Temporary Crossing Guards will be paid the same as Grade 3 on the classification plan, and the Temporary Head Crossing Guard will be paid the same as Grade 5 on the classification plan.

First-time temporary employees will be hired at Step 1. Returning temporary/seasonal employees *may* be *hired* at Step 1, Step 2 (for the second year), Step 3 (for the third year), Step 4 (for fourth year), Step 5 (for fifth year) and Step 6 (for sixth or higher years) depending on performance experience, qualifications and budget availability, at the discretion of the Department Head. Pay rates for other temporary or seasonal positions that are not assigned to the City classification plan will be approved by City Council. Temporary employees will not be entitled to any longevity, performance or merit increases, or benefits.

**12.2 PAY ADMINISTRATION**

**Pay Period  
and Payment.**

The City has established a biweekly pay period for all employees. Pay earned during the pay period will normally be paid to the employee on the Thursday following the end of the pay period, or the following business day when City Hall is open, if it is closed on the Thursday. If there is a delay due to unforeseen circumstances, the City will use good faith efforts to comply with pay law requirements and guidelines. If any employee feels there was an error on their payment, the employee shall:

- (1) Notify Human Resources in the event the payment is less than expected, so it can be evaluated and resolved.
- (2) Notify Payroll if the payment was higher than expected. For any overpayment, the employee may be required to reimburse the City as soon as possible.

**Employee  
Time Sheets  
and Records.**

All time that an employee works shall be accounted for on the employee's time sheet and the department's time and attendance report. Those records required by the FLSA for hours worked, wages earned and paid, and compensatory time earned and taken will be maintained by the Finance Department. Time sheets for each employee are due to the Finance Department each Monday by noon following the pay period, which ended the previous Sunday. When the Monday timecards would normally be due falls on a holiday or City Hall is closed, time cards will be due the previous Friday by noon.

Failure to complete a time sheet or submit it on time may result in a delay in pay until the following pay period. As managed by the Department Head, employees will sign their own time sheets and accurately account for all hours worked and all hours taken as leave time or other absences. Employees must ensure that all time worked during and after regular work hours are included on their time sheet.

Falsification of any time card or report will result in disciplinary action, up to and including termination.

**Overtime and  
Compensatory  
Rates.**

All employees (including temporary employees) who are designated as non-exempt from the overtime provisions of the FLSA are entitled to overtime pay, consistent with the requirements of the FLSA and City policy.

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All employees assigned to 40-hour work schedules will be paid overtime (or compensatory time) for hours worked over 40 hours. Consistent with Section 7(k) of the FLSA, Patrol Officers assigned to 12 hour Patrol shifts and shift Firefighters will be paid overtime on a “work period” basis. Officers assigned to Patrol work period will be paid overtime after 80 hours work in a 14-day work period, which shall line up with the 14-day pay periods. Twenty-four (24) hour shift firefighters shall be paid overtime after 106 hours per pay period.

Regular, full-time, non-exempt employees may be given compensatory time accruals in lieu of overtime (up to 240 hours maximum). Only the time that employees actually work (excluding paid leave time) will be used to determine entitlement to overtime or compensatory time during the workweek as specified by the FLSA.

Overtime pay will be computed at one and one-half of the employee’s regular rate of pay (or adjusted rate of pay as defined by FLSA) for overtime work. Compensatory time off will be computed at one and one-half hour for each hour of work that meets the requirements of the City.

**Approval for  
Overtime and  
Compensatory  
Time Worked.**

Any work that exceeds a non-exempt employee's normally scheduled workday or shift **must** be approved by the Department Head prior to the work being accomplished. If any employee (except Fire Department shift personnel) is allowed to work overtime and/or compensatory time of greater than 20 hours total in one work week, written justification by the Department Head may be required by the Mayor (with the exception of an emergency event involving essential personnel). If Fire Department shift personnel are allowed to work overtime of greater than 36 hours in one work week, not including the mandatory overtime in a regularly scheduled 72 hour workweek, written justification by the Fire Chief may be required by the Mayor. All overtime and compensatory time worked must be accurately recorded on the employee’s timecard.

**Compensatory  
Time Off.**

An employee must be permitted to use accrued compensatory time on a date requested unless doing so would “unduly disrupt” operations (per FLSA) and the Department Head must approve the schedule for use of compensatory time off. An eligible employee electing to take compensatory time off must take the compensatory time earned within ninety (90) days after the end of the pay period in which it was earned. At the end of this (90) day period, if the employee has not taken compensatory time off, the employee will be paid at their current rate of pay for those hours accrued. When a non-exempt employee who has

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accrued compensatory time off is separated from the City, he/she will be given either time off prior to the separation or pay (on the pay period following final regular paycheck) at the employee’s current pay rate for the accrued compensatory time that has been properly documented through time and attendance reports.

**Paramedic  
Differential Pay.**

When funding is made available, a paramedic incentive differential of \$200 per pay period may be paid to specific eligible fire personnel unless they are in No-Pay Status (rate to be effective the pay period after Council adoption of policy change). Specific personnel included for the incentive are 24/48 shift personnel, Day Captains, Day Investigators (Drivers), Day Battalion Chiefs and Deputy Fire Chiefs. In order to be eligible for incentive pay, paramedics must hold a current Alabama Paramedic license and be credentialed to practice at the paramedic level. The decision to continue or discontinue the incentive pay for the City is a decision, which rests solely with the City of Madison, and incentive pay may be cancelled at any time.

The Fire Chief is responsible for providing documentation of certification to the Human Resources Department. Pay changes will be made effective the following pay period after all required documentation is received in the Human Resources Department.

**Fire Officer  
Administrative  
Differential.**

When funding is made available, Fire Officers (Captain or Battalion Chief) and Drivers assigned to the Day Fire Inspector position assigned to a 40-hour a week day-shift schedule may be paid a 9.25% differential from their established base pay plan hourly rate. The purpose of the differential is to bring applicable employees’ pay closer to comparable regularly scheduled pay for 24-hour employees in the same classification. The decision to continue or discontinue the differential pay for any position is a decision which rests solely with the City of Madison, and differential pay may be cancelled at any time.

**Police Shift Pay  
Differential.**

When funding is made available, differentials of 2.5% for second shift and 5% for third shift may be paid to non-exempt Dispatchers and Records Clerks assigned to work shifts other than daytime shifts. A differential of 5% may be paid to non-exempt Police Officers assigned to 12-hour night shift. This differential is applied to the established base rate of each eligible position. This differential shall apply to employees working an extended shift during their regular workweek. Assignment to a shift other than the employee’s regularly scheduled shift does entitle the employee to receive shift differential pay for the actual shifts worked. For example,



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assuming a Dispatcher normally works the afternoon shift five (5) days a week, and, if the Dispatcher works an extra day on the midnight shift, the extra eight (8) hour shift would be calculated at the differential rate for the midnight shift.

Any differential paid shall be applied consistently for each employee assigned to the same activity or responsibility. The differential will be paid only for actual hours worked and will not apply to payment of paid leave.

**Sworn Police Officer  
Specialized Unit  
Assignment  
Pay Differentials**

When funding is made available, the following differentials may be paid to Certified Patrol Officers; however, the SWAT Team differential may also apply to Sworn Officers up to and including the rank of Sergeant when meeting the criteria. While Officers may perform in multiple specialized units, they will receive only one (1) of the following differentials from their established base pay plan rate. However, the Police Shift Pay Differential (section above) would also apply for eligible personnel.

The differentials will only be paid for actual hours worked while assigned to the specialized unit, and will not apply to payment of paid leave or nonpaid leave. The Police Chief is responsible for assigning personnel to the specialized areas and for approving such differential on the officer's time card based on the above criteria. The decision to continue or discontinue the differential pay for the City is a decision which rests solely with the City of Madison, and differential pay may be cancelled at any time.

**Police Field Training Officer (FTO) Differential** -- A five percent (5%) differential from the established base pay plan rate may be paid to Patrol Officers assigned to perform the duties of a Field Training Officer (FTO). Only officers who are actively assigned to the roster of FTOs, and who are currently certified as an FTO through an established training curriculum approved by the Police Chief may receive the differential. FTOs take on these duties in addition to their duties as a Patrol Officer. They are responsible for training, indoctrination, coaching and evaluation of probationary Patrol Officers. FTOs ride in a patrol vehicle with, and directly supervise, trainee officers to ensure they are trained and equipped properly prior to the trainee being released for solo duty.

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**Special Weapons and Tactics Team (SWAT) Differential** -- A five percent (5%) differential from the established base pay plan rate may be paid to sworn officers up to and including the rank of Sergeant, who are assigned to the SWAT team. Only those officers who have successfully completed the SWAT probationary period under department policy and are currently certified as a SWAT operator through an established training curriculum as approved by the Police Chief may receive the differential. The SWAT team uses specialized equipment and tactics to handle high risk search and arrest warrants, hostage rescue, dangerous fugitive apprehension, dignitary protection, or other high-risk incidents. SWAT team members take on these duties in addition to their normally assigned duties. SWAT team members are expected to maintain an increased level of training and availability.

**On-Call Duty and Pay.**

On any day when a non-exempt employee is not otherwise scheduled to work and is required to perform on-call duty that involves maintaining contact with a City representative (or activity) and responding to a request to report to duty within a specified time (normally forty-five (45) minutes), the employee will be entitled to on-call pay (totaling \$20.00 for each day when the employee performs on-call duty but is NOT called out to work). Employees requested to be on call during their regularly scheduled workday will not be entitled to on-call pay.

Exempt employees will not be entitled to on-call pay. Employees who are called out to work during their on-call period will not be paid for on-call duty, but will be paid according to the call-out duty and pay Section of these policies.

**On-Call Duty Authorization.**

Department Heads will authorize the numbers and types of employees required to perform on-call duty with input from the Mayor. The designation of the employees who are to perform on-call duty and to receive on-call pay, along with the requirements for performing such duty, will be made by the appropriate Department Head in accordance with the department's rules and regulations.

**Call-Out Duty and Pay.**

In the event of an emergency, a City employee is expected to respond to a request to work from a supervisor even when not in an on-call status. Exempt employees will not be paid for additional hours worked. Non-exempt employees who are called to work (call-out status) will be paid during the call-out in accordance with the following guidelines:

- (a) If the length of time the employee works in a twenty-four (24)-hour period is less than two (2) hours, the employee will be paid for two (2) hours at the employee’s regular rate of pay unless the time qualifies as overtime under FLSA;
- (b) If the length of time the employee works in a twenty-four (24)-hour period is more than two (2) hours, the employee will be paid for all hours worked at the employee’s regular rate of pay unless the time qualifies as overtime under FLSA;
- (c) If the employee is called-out prior to the starting time of the regularly scheduled workday and continues working through the employee's starting time, the employee will be paid for all time worked and will not receive call-out pay;

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- (d) If the employee continues working through the normally scheduled quitting time, the employee will be paid for all time worked and will not receive call-out pay.
- (e) There will be no compensation for travel to and from home and the initial worksite or facility, but employees who do not have a City vehicle may apply for mileage reimbursement.
- (f) On-call employees who are called-out to work in any twenty-four (24)-hour period and receive call-out pay will not be paid the on-call pay provided in the On-Call Duty Section above for that period.
- (g) If an employee is required to return to work more than once in a 24-hour period, the employee will be paid **ONLY** for **ACTUAL TIME WORKED** on subsequent calls.



**12.3 BENEFITS**

Benefits are provided to each eligible employee as a part of the employee’s total compensation. Such benefits may be provided in accordance with the specific criteria established for each benefit. Specific details concerning an employee benefit may be obtained from the Human Resources Office.

**Group Insurance.** The City of Madison provides an employee group insurance program for eligible full-time regular employees. The group insurance program includes life and health insurance as approved by the City Council. All group insurance programs are subject to change, and employees should refer to the most current Provider Plan Booklets and/or contact Customer Service of the Provider for the latest updated information. **No Human Resources employee or other employee or agent of the City of Madison can guarantee coverage or provisions without written approval from the Insurance provider.**

**Group Insurance Changes.** Each year there will be a defined open enrollment period when employees may make changes to their group insurance coverage, consistent with the provider’s requirements. All changes must be made according to the provider contracts and ONLY during the open enrollment period unless the employee experiences a qualifying event (which would include rare circumstances, such as marriage, birth of a child, or the cancellation of a spouse’s insurance coverage, etc.). For any qualifying event changes, the employee’s request must be made within 30 days of the date of the qualifying event in writing, using the proper form, along with all required acceptable documentation.

**Documentation Requirements.** Due to Affordable Care Act 1095 legal reporting requirements, employees must provide a copy of the social security card for each dependent on their medical insurance at the time of enrollment. Per the provider’s rules, employees must also provide a marriage certificate to add a spouse, and a birth certificate for all dependents at the time of enrollment.

Employees must use each insurance provider’s forms, and must provide all other documentation required by the Benefit providers, and must comply with each plan’s requirements within the specified time limits.

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**Deadline****Warnings.**

The Provider is very strict with required documentation and due dates. Notifications are typically directly mailed to the employee's home address and not to Human Resources. According to LGHIP, it is up to the employee to provide timely required information. IF LGHIP has requested information from the employee regarding their benefits, LGHIP will give a specified number of days to respond, otherwise benefits may be denied for that benefit year. For specific rules & timing requirements of adding dependents, please review the Health Benefit Plan Handbook. These are managed by LGHIP and the city cannot change or modify LGHIP's requirements.

**Dependents (And Divorce).**

Ex-spouses are NOT eligible for LGHIP coverage regardless of judgement or divorce decree. If an employee fails to **immediately** remove an ex-spouse and/or ex-stepchildren from their insurance plan, the employee will be responsible for ANY & ALL claims processed and paid by LGHIP/BCBS AL. LGHIP requires submission of proper court documentation (as soon as available) to HR and a LGHIP Dependent Cancellation Form **immediately** after a divorce is final. Note: Employees are expected to review Summary Plan Booklet for a list of eligible and ineligible dependents and all requirements.

**Optional Insurance.**

The City of Madison offers optional cafeteria-type insurance programs (such as AFLAC, Nationwide Deferred Compensation, etc.) to employees for the convenience of payroll deduction. If an employee has insufficient payroll funds, NO deductions can be made and it will be up to the employee to reactivate their account with AFLAC if/when they return to sufficient pay status. The City does not negotiate the rates for these programs, and the employee is responsible for his/her policy contracts and timely review of any associated deductions on paystub. The City may discontinue the payroll deduction and payment programs for these companies prior to the beginning of any fiscal year. Any questions regarding these policies should be addressed to the individual insurance company agents.

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**Employee Assistance Program.**

To demonstrate its concern for the well being of its employees, the City provides an employee assistance program. This service is available to regular full-time employees at no cost, contingent on budget availability. Employees who have a problem they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis when needed by contacting the Human Resources Department. An individual's participation in the program should remain confidential (unless other legal issues prevail or employee consent) and will not be made part of his/her personnel file.

**Workers' Compensation.**

The City of Madison provides insurance coverage in accordance with state law for any injury an eligible employee may sustain on the job. Benefits and eligibility shall be determined in accordance with criteria specified by state law. Employees, supervisors and Department Heads are expected to follow the protocol established in the City of Madison Safety Manual, Section for Workers' Compensation Requirements. Failure to follow the protocol may jeopardize an employee's benefits.

**Employee Self-Service Center.**

The City of Madison is frequently asked to consider offering various services to employees from a wide range of providers, including banking, tax preparation, health and fitness memberships, additional insurance, etc. The Employee Self-Service Center is located in the Human Resources Office and contains information on offerings, especially in support of Madison businesses. This is a self-service center for employees who want to take advantage of such services. The City cannot actively research or guarantee any of these services or process payments for these services.

**12.3.1 TUITION REFUND PROGRAM**

The purpose of the Tuition Refund Program is to encourage and assist employees in improving their knowledge or skills in present positions or in developing their qualifications for future positions with the City.

**Eligibility.** All regular full-time, non-probationary City employees who take a pre-approved course of study during off-hours. All regular employees must have completed their probationary period before the beginning of the term to be considered eligible to submit an Application Form.

**Approved Institutions.** Accredited universities, colleges, public vocational schools, or recognized correspondence schools. Courses presented by specialized schools will receive consideration at the time of application.

**Course Criteria.** Courses must be scheduled outside of working hours and should not interfere in any way with the employee’s work performance (with the exception of Shift Firefighter personnel who must coordinate their schedules through Fire Department management and department policies).

Courses must meet one of the following criteria:

- 1) the course is directly related to some phase of the employee’s present position; or
- 2) the course qualifies for credit toward an undergraduate or advanced degree, which would enhance the employee’s chance for advancement to another position with the City.

The Tuition Refund program is not intended to support training required by individual departments. Department required training shall be budgeted within the department’s training budget.

Courses toward the Emergency Medical Paramedic Certificate, and the Examination for Paramedics, for certified firefighters are also considered department required training, and may be funded by the department, if budgeted. However, once an employee has successfully completed this certification or examination, additional courses for a related degree would be considered part of the tuition program.

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No more than a total of 134 semester/201 quarter hours of undergraduate study and 52 semester/78 quarter hours of graduate study will be approved for reimbursement under the Tuition Refund Program for each employee. No employee will be reimbursed more than \$1,500 per school term and no more than \$3,800 per year. (Annual limit will be effective October 2014.)

**Application and Approval.**

In order to participate in the Tuition Refund Program, the employee should, prior to enrollment, submit a Tuition Refund Program Application form to his/her immediate supervisor (and the Degree Approval Form if the coursework is part of a degree program). Employees must also supply all documentation required by the Human Resources and/or Finance Department to administer the program. The application is then subject to joint approval by the Department Head and the Director of Human Resources. If any changes are made to approved applications, the Human Resources Office should be notified within five (5) working days.

**Employee Reimbursement.**

The program provides for 100% reimbursement of the tuition only, with the maximum reimbursement being determined by the current cost of tuition for the "Resident" rate at the University of Alabama in Huntsville (UAH) and reimbursement cannot exceed \$1,500 per term per employee, and cannot exceed \$3,800 per year per employee (effective October 2014).

The following documentation must be submitted within 30 days of completion of the course for authorization of reimbursement:

- 1) A statement from the school showing that the employee, while still employed with the City, successfully completed the course with a grade C or better for undergraduate courses, and a grade B or better for graduate or advanced courses.
- 2) Copies of the actual paid receipts/statements from the university and document(s) showing that the employee actually paid the full tuition amount on their own (i.e., credit card statements, debit card statements, cancelled checks and/or detailed statement from the school).

Reimbursement will not be made for a course funded by any other source. Reimbursement will be contingent upon budget availability for this purpose. Determinations of budget availability are at the sole discretion of the City of Madison.



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**Terms of**

**Reimbursement.**

At the time of reimbursement, the employee will be required to sign an agreement and a promissory note with a due date of two years from the reimbursement. If the employee terminates employment with the City within two years of the date of reimbursement, he/she will be responsible for repaying the City for any payment received for tuition at the time of separation; and any balance due may be deducted from the employee's Annual Leave (Vacation) accruals.

As stated (and signed by Human Resources official) on the Tuition Refund form, if the employee fulfills his/her obligation of working for two years after reimbursement, the employee's obligation under the note will be discharged.

**Degree**

**Documentation.**

Employees participating in the program should submit a copy of their degree, once completed, for their personnel file and to help track the success of the program.

Date Issued September 9, 2002

*Last Revision: November 28, 2022***12.3.2 RETIREMENT BENEFITS****Retirement Systems  
of Alabama.**

All requirements of plan members and benefit terms (including all statements in this section) are established by, and may be amended by the Employees' Retirement System of Alabama (RSA) at any time.

All regular full-time and part-time employees who work, or may work, a minimum of 20-hours per week (part-time effective January 5, 2004) are required to participate in the Employees' Retirement System of Alabama (RSA). Once enrolled, the member (employee) must continue participation until employment is terminated. Rates are currently based on the Retirement System of Alabama (RSA) service date and are subject to change, based on state law provisions. Once a Police Officer or Firefighter obtains certification, they must ensure proper forms and paperwork are submitted to Human Resources to change the percentage in the payroll system. The member contributions are only refundable at the request of the member upon termination of employment and application for refund contingent on RSA requirements and conditions.

Retirement paperwork required by RSA must be completed by the employee and submitted to Human Resources 45 days prior to the due date to RSA to prevent delays in benefits (since most paperwork requires manual coordination between Human Resources and Payroll Departments).

For all RSA benefits, employees should not rely solely upon the RSA handbook or information from the City, but should contact RSA directly with questions about their benefits and retirement. It is the employees' responsibility to monitor their benefit statements from RSA. RSA Service time may not equal service time with the City. Any time an employee is on no-pay status, contributions are not made to RSA.

**Retiree  
Major Medical  
Insurance.**

All eligible retirees have the option of participating in, or declining, the City’s group medical insurance plan and must complete the participation or decline form within 40 days before the anticipated retirement date.

Retirees of the City of Madison, who are eligible to receive benefits from the Employees’ Retirement System of Alabama (RSA) may be eligible to participate in the City’s group major medical insurance plan (“the group plan”), provided the conditions below are met. Failure to meet these conditions may result in termination of benefit.

1. Employee meets the service and age requirements to retire with Retirement Systems of Alabama (RSA) and meets the following service requirements with the City.

<b>Years of Service to City of Madison</b>	<b>RSA Age</b>
10 Years or more	60
25 Years or more	Any Age

2. **The employee must have at least ten (10) years of credible coverage in LGHIP, OR if the City has been a member less than 10 years, the employee must have been enrolled in LGHIP continuously from the date the City joined LGHIP.**
3. The employee must already be enrolled in the group plan as an employee immediately before separation from City employment;
4. The retiree must pay the entire cost of retiree insurance, without any subsidy or participation by the City (unless they meet “City Subsidized Health Insurance” criteria in the following section.) Premium payments are due on the first day of the month following separation from City employment and the first day of each month thereafter. The failure of any retiree to pay his or her applicable insurance premiums in a timely manner may result in termination of any and all insurance benefits under this policy.
5. The City may assess a fee to defray the cost of administration or other fees at any time.
6. The City of Madison has the sole right and discretion to change or modify the insurance at any time.
7. The retiree will cease to be eligible to participate in the City’s group plan upon becoming eligible for Medicare.

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8. Once the benefit has been terminated for any reason, it shall NOT be reinstated.
9. Employee must complete an Agreement form and must complete an annual form (when requested).
10. Member must meet all other LGHIP and City requirements to remain eligible.
11. Upon retirement, if an employee is enrolled in a Southland Benefit (Dental or Vision), they will be required to fulfill their 12-month contract agreement with Southland.

**City Subsidized  
Retiree Health  
Insurance.**

The City of Madison shall pay for one-half of the major medical health insurance premiums for any RSA employee who, at the date of retirement with RSA and the City, is at least sixty (60) years of age with at least twenty-five (25) years of service to the City, to maintain available city group major medical health insurance coverage for individual coverage for the employee only until such time as the retiree is eligible for Medicare coverage; provided that the retiree timely applies for the coverage and pays the remaining one-half of the premium necessary to maintain said coverage and meets ALL other requirements by the provider (LGHIP). This is not intended to be a contract, and the City reserves the right to change this benefit or the City's contribution at any time at the City's discretion. To receive this benefit, a retiring employee shall make written request to the Department of Human Resources and shall sign an acknowledgement form 45 days prior to retirement.

The benefit shall terminate upon the retiree's obtaining subsequent employment if health insurance coverage is available as a benefit of that job. The retiree must provide evidence of benefits provided by the retiree's employer and must comply with all other requirements under "Major Medical Insurance" section. Once the benefit has been terminated by reason of subsequent employment or any other reason, it will NOT be reinstated.

**12.4 SAFETY PROGRAM**

Safety is the responsibility of every employee of the City of Madison. It is the policy of the City of Madison to strive to provide employees with a working environment free of recognized hazards that could potentially cause occupational injury or illness. A Safety Program is provided and designed to safeguard employees and to minimize the frequency and severity of accidents.

**Safety Committee.** The general purpose of the Safety Committee is to promote the overall safety of City employees and City property. The Director of the Safety Committee will be the Human Resources Director or designee; and the Director of the Safety Accident Review Committee (Safety Subcommittee) shall be the Safety Manager for the City or a Human Resources Coordinator. Safety Committee members shall be appointed as described in the City of Madison Employee Safety Manual.

**Employee Safety Manual.** The City of Madison Employee Safety Committee maintains the Employee Safety Manual, which is presented to City Council for approval of changes.

**Safety Fund.** When the City of Madison receives a refund or a reinstatement credit from the Municipal Workers Compensation Fund due to the City’s workers compensation experience, the City shall make up to 50% of the refund available for the purchase of work safety equipment, devices, materials, education and training to enhance workplace safety for City employees.

Specific purchases fitting the above criteria will be determined by the Safety Committee, based on a majority of the vote of the Safety Committee. Any remaining portion of said refund not allocated for the above purpose may be placed in the General Fund of the City of Madison.



**POLICY: COMPENSATION AND BENEFITS****Policy Section No. 12**

Date Issued September 9, 2002

*Last Revision: November 28, 2022***Safety Incentive.**

The City of Madison maintains a safety incentive program to be granted to employees of the City determined by the Safety Committee to exhibit exemplary work safety practices and records for the previous fiscal year. An employee shall be determined to have exhibited exemplary work safety practices and be qualified for such incentive if:

- 1) a) the employee has had no workplace injuries, nor workplace accidents, (during the fiscal year or filed during the fiscal year), including vehicular accidents in which there may or may not have been an injury; OR
  - b) the employee did have such an accident, but was able to demonstrate to the Safety Committee that the employee was not at fault, and the accident was not preventable (If fault and prevention are unclear, the employee can still be denied the incentive.); AND
- 2) the employee signed the City of Madison Employee Safety Manual Agreement and has followed the Safety Rules in the manual, and has not performed any unsafe acts; AND
- 3) the employee is currently active at the time the incentive is granted and was employed by the City as a regular (non temporary) employee for the complete fiscal year.

Employees determined to be qualified to receive such incentive may receive four (4) hours of Administrative Leave per year to be managed by the Department Head. Employees shall take the Administrative Leave within one (1) year of notice from Human Resources. All four (4) hours shall be taken in one (1) day for each employee. If the employee is terminated before taking the leave or before the leave was granted, all leave will be forfeited. Any leave not taken within the time requirements will also be forfeited.

**RESOLUTION NO. 2022-129-R**

**A RESOLUTION TO MAKE CHANGES TO THE  
JOB CLASSIFICATION PLANS**

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

**WHEREAS**, the City of Madison desires to modify the classification plans to reflect current needs of the City, and

**NOW THEREFORE BE IT RESOLVED** by the City Council of Madison, Alabama, sitting in regular session on this 28th day of November 2022, that the following changes 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 28th day of November 2022.

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

**ATTEST:**

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

**APPROVED** this 28th day of November 2022.

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



# City of Madison

## Job Description

Title Facilities Director Department Building

Exempt/Nonexempt E Pay Grade 16 Reports to Building Director

New Position X Position Change    Effective Date November 28, 2022

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

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

### **General Position Summary:**

This is managerial and supervisory work of skilled, and semi-skilled workers performing maintenance and repair tasks in all of the building trades such as HVAC, electrical, carpentry, electronics, controls and plumbing, also including janitorial workers and contract personnel. Work involves performing inspections on City owned facilities, and recreational buildings to ensure proper maintenance and repair.

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

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

- Manages work of journeymen, skilled, and semi-skilled workers performing maintenance and repair tasks in all of the building trades such as HVAC, electrical, carpentry, electronics, fencing, and plumbing on City owned facilities; assigns work; inspects work; coaches and /or counsels; conducts performance evaluations; and disciplines.

- Manages “In-House” project process which includes assessment of an overall facility and its design, mapping out potential redesign options, working with City Administration to select final designs and develop overall budget, assemble contractors, and oversees projects through successful completion.
- Makes recommendations regarding hiring, disciplinary actions, and terminations.
- Recommends new construction and/or any changes in existing building structures. Works closely with various officials and department heads to ensure smooth operation and maintenance of all City facilities.
- Manages, coordinates, and supervises facility construction. May be required to create preliminary drawings for new construction and or remodeling projects for planning purposes. Work involves generating specifications and scheduling contractor bids. Schedules construction work and tracks progress. Consults with users to evaluate desires versus allotted budget.
- Utilizes a computer to manage, plan and schedule the work of crews; schedules work orders and preventative maintenance; identifies priorities to ensure maximum operation in buildings; makes decisions related to repair and cleaning.
- Visits job sites where maintenance and repair work is being performed; provides guidance, direction, and counsel to workers; reviews and approves completed work.
- Manages subcontracted work.
- Manages facilities budget and advises/provides recommendations to senior management/City Leadership on task priorities.
- Develops strategic long and short-term plans for managing the real estate portfolio and personnel to improve service and eliminate future issues.
- Participates in facility designs reviews and finish selection.
- Approves requests for requisitions related to parts for replacement; obtains competitive prices from contractors/vendors when needed; meets with contractors/vendors at work sites; obtains quotes; maintains accurate records of current numbers, costs, and other related expenditures.
- Directs the work of contractors when needed; meets with contractor; explains needed services; oversees and inspects work performed.
- Performs inspections on City owned facilities, event meeting center and recreational building to ensure proper maintenance and repair.
- Manages on-call duty for fires, burglar alarms, and other emergencies after hours; evacuates buildings; notifies proper authorities.
- Manages and organizes twenty-four hours (24), seven days a week operation for maintenance and repairs of city facilities and buildings.
- Manages construction projects related to maintenance, repair and installation of city facilities.
- Purchases and negotiates contracts for furniture and other essential facility items.

## **Secondary Functions:**

- Attends meetings of the City Council, and other reviewing authorities when requested.
- May fill in for Building Director when necessary.

## **Specific Job Skills:**

### Technical/Professional:

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

### Managerial:

- Ability to inspect facilities and work being performed, identify problems, and suggest solutions.
- Ability to communicate effectively, verbally and in writing.
- Ability to maintain accurate and complete records.
- Ability to use a computer with necessary software to compile data and produce reports.
- Skill at hiring, training, appraising, counseling, disciplining, and assignment of personnel.
- Skill at staff motivation.
- Skill at gathering and evaluating input for decision-making.
- Adept and diplomatic at managing relationships between subordinates and superiors (e.g., elected officials).
- Adept at managing relationships between subordinates and each other.
- Ability to manage scheduling, timekeeping, payroll functions at departmental level.
- Strong understanding of personnel policies and practices and ability to coach employees in these areas.
- Ability to manage scheduling and leave issues at the departmental level.



**Job Scope:**

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

**Interpersonal Contacts:**

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

**Education and/or Experience:**

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

**Job Conditions:**

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

**Physical Capabilities:**

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

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

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



## City of Madison

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### Job Description

Title Construction Project Manager Department Engineering

Exempt/Nonexempt N Pay Grade 11 Reports to City Engineer

New Position X Position Change \_\_ Effective Date November 28, 2022

Subordinate Staff None

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

#### **General Position Summary:**

This is an advanced professional performing administrative and in-field work with project management responsibilities for City improvements. The incumbent is responsible for City Capital Improvement Projects (CIP).

- Administration of Construction Projects
- Inspection Responsibilities for Public Improvement and Private Development Projects.

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

- Provides overall direction, administration, and coordination of construction projects through consultants and contractors.
- Performs Engineering Inspector Duties.
- Ensures success in the monitoring of the work of architectural and engineering consultants and contractors engaged in the design and construction of a variety of complex city structures and related projects.
- Develops, maintains, and distributes written project status reports, utilizing Project Management and spreadsheet software.
- Exercises considerable independent judgment in the application of the principles and practices of construction and administration of a variety of construction projects.
- Assignments usually are received in the form of broad instructions or general program objectives.
- Participates in the negotiation of development contracts with private developers, contractors, and design professionals.

- Meets with community representatives and developers to review proposed projects and construction activities.
- Demonstrates continuous effort to improve operations, decrease project turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless service.
- Develops and maintain contractual relationships with subcontractors who work on City projects.

**Secondary Functions:**

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

**Job Scope:**

- Performs duties with little direction given, operating from established directions and instructions. Performs duties under the direction of the City Engineer.
- Sets own priorities based on knowledge of job and CIP projects.
- Performs functions with some direction from the department head.
- Exercises initiative in identifying needs of the City and implementing economical and effective solutions.
- Accountable for construction project scheduling and may be asked to provide input for the Department's annual budget and planning process.

**Supervisory Responsibility:**

- Non-supervisory, but may provide leadership to construction, inspection, maintenance, or related clerical operations.

**Interpersonal Contacts:**

- Council and Other City Officials: Ability to provide frequent, complex communications concerning the status of various projects.
- Leadership of Engineering Inspectors.
- Contractors: Frequent, inspects work, frequent and complex communications concerning requirements, contracts, and budget.
- Department Heads: Frequent, complex interactions concerning the overall project status and its relationship to overall goals and function

**Specific Job Skills:**

- Thorough knowledge of the principles and practices of design and construction management as applied to the construction and maintenance of CIP and City facilities in the area of specialization.
- Thorough knowledge of established policies, procedures, and regulations.
- Knowledge of accounting principles relative to budget and costing adherence.
- Thorough knowledge of the principles of management, public and business administration, and their application to the administration of government activities.
- Ability to interpret standards and regulations and enforce compliance with construction designs and schedules.
- Ability to analyze bids and make recommendations for award of contracts.
- Ability to conduct meetings with consultants, contractors and representatives of other agencies.

- Ability to establish and maintain effective working relationships with consultants, contractors, supervisors, and department/division officials.
- Ability to express ideas clearly and concisely, orally and in writing.
- Ability to establish and maintain effective working relationships with the general public, co-workers, elected and appointed officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Skill in the use of a personal computer and related software for report preparation.
- Ability to conduct field inspections of new and remodeled structures to determine if projects are being constructed on time, within budget, and according to plan.
- Strong project management, planning, organization and prioritization skills required.
- Ability to use and interpret graphical information such as construction plans, schematic drawings, wiring diagrams, flow charts, layouts, other visual aids, and electronic project management applications.

**Education and/or Experience:**

Must Have at least one of the following:

- B.S. degree in Building Science, Architecture, Civil Engineering, or a related field, with four (4) years of related experience, OR
- Ten (10) years of construction/engineering experience or closely related experience.

**Job Conditions:**

- Position splits time in office and in field.
- May require flexibility to work additional hours when needed to complete projects and assignments.
- Position requires ability to attend occasional evening meetings.
- Field work often done in rain and other inclement weather.
- Fieldwork may be done at job sites with dangerous conditions such as incomplete structures, paint and other chemicals on-site, electric tools in use, noise, etc.
- Must maintain a strong driving record to drive independently, and record may be periodically checked by the City.
- Strong background record required, due to access to city property and information and interaction with public.

**Physical Capabilities:**

- Ability to drive a four-wheel vehicle off road and walk on unpaved, unstable surfaces typical of construction sites.
- Ability to be mobile in order to access construction projects at various sites for inspection.
- Ability to communicate verbally with public.
- Ability to stand/sit for extended periods of time.
- Ability to work on computer for extended periods of time.

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

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





# City of Madison

## Job Description

Title Crime Analyst Department Police Department

Exempt/Nonexempt N Pay Grade 10 Reports to Investigative Division Commander

New Position X Effective Date 11-28-2022

Subordinate Staff None

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

**General Position Summary:** This position provides pertinent information relevant to crime patterns, crime series and crime trends. Performs crime analysis work for the Police Department, including performing difficult statistical and analytical research involving the use of computer applications, random statistical samplings, correlation and regression analysis, probability studies, analysis of crime data for crime pattern detection and target-suspect profiles. Disseminates information and reports utilized in making operational changes and decisions.

**Essential Function/Major Responsibilities:**

- Collects, categorizes, interprets and analyzes data from a variety of sources to identify and evaluate crime series, trends and patterns.
- Develops, prepares and disseminates crime summaries, statistical reports, spreadsheets, charts, maps diagrams and graphs and related materials to track and present findings related to criminal activity, patterns and trends
- Maintains internal databases, documentation and maps.
- Prepares and produces a variety of maps, reports and other graphic presentations displaying layers and attribute data from the database using cartographic techniques to represent spatial data.
- Develops and maintains data layers using GIS (Geographic Information Systems) tools and processing techniques.
- Conducts a wide variety of research projects using diverse methodologies and technologies.
- Disseminates data, reports and other pertinent information to Command Staff, and state and federal agencies.

- Provides information to teams to make a game plan, and respond to internal and external information requests from Police personnel, City personnel and other agencies.
- Formulates and maintains crime analysis bulletins; and maintain updated crime statistics for the city website.
- Assists Command Staff with developing reports on crime, criminal activity, and areas of interest to present to City Council.
- Completes departmental statistical reports and analyses for CALEA accreditation compliance purposes.
- Performs other job duties as required. Individual assignments will be determined by the supervisor based on then current workloads and department needs.

### **Secondary Functions:**

- Conducts training and provides assistance in the use of the department's automated systems and records management systems.
- Attends primary and recurring certification training.
- Assists in the management the department's web page content.
- Represents the department on various committees and teams, as assigned.
- Provides support in long- and short-range planning and forecasting, as requested.
- Provides administrative support to the department as needed.

### **Job Scope:**

- Data provided by this position may impact department-wide and city-wide decision-making.
- The Investigative Division Commander or his or her designee will oversee all of the work of the Crime Analyst to ensure compliance with Departmental policies, proper criminal computer/electronic information procedures.

### **Supervisory Responsibilities:**

- None

### **Interpersonal Contacts:**

- This position has contact with Command Staff, coworkers, representatives of other law enforcement agencies, other city agencies, business development and planning agencies, and members of the general public.
- This position will provide data driven presentations to Command Staff, coworkers, other government entities, schools, and community groups.
- The purpose of these contacts is to collect, give, or exchange information, provide services, and to motivate, influence and provide real time crime statistics to the department, communities and interest parties.

### **Specific Job Skills:**

- Strong technical knowledge of Geographic Information Systems (GIS), Records Management Systems (RMS) and Computer Aided Dispatch systems.
- Knowledge of research methodology, statistical analysis, and survey design.
- Knowledge of the current automated data processing hardware, software, geographic information systems, web page design, data extraction, and data analysis software.
- Ability to quickly develop skill with COMPSTAT (a computerization and quantification program used by police departments) and/or similar programs.
- Skill in variety of computer applications using industry standard software (i.e. RMS, CADS, Web content management, etc.).
- Skill in utilizing research methodology and statistical techniques which are most appropriate to the question or problem at hand.
- Skill in designing, implementing and monitoring diverse types of data analysis systems on a department-wide basis.
- Skill in maintaining effective interpersonal working relationships with other public safety personnel and officials at different levels of government in terms of tact, discretion, information sharing and persuasion.
- Skill in communicating information of a complex nature effectively and concisely to City officials as well as other public and private parties on a continuous basis through the use of highly developed oral and written skills and computer presentation tools.
- Ability to complete highly varied and diverse tasks and assignments under general direction, independent of direct supervision.
- Ability to develop specific and complex approaches and solutions to new and unusual problems and situations.
- Ability to exercise a high degree of analytical ability, creativity and initiative and to make recommendations based upon the analysis and interpretation of research findings.
- Ability to train and assist others in the use of data, statistical conclusions and various department automated systems.

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

- Bachelor's Degree in statistics, computer science, math, business, police science, criminal justice, or other related fields highly preferred.
- One year minimum experience in analysis or statistical research.
- Direct experience in crime analysis and statistical research and analysis using automated systems/records is highly desirable.
- A combination of related training, education and experience equivalent to a Bachelor's degree.
- Formal coursework in quantitative methods and program languages is preferred.

Ongoing Education:

- Must obtain and maintain NCIC, Level B Certification within one month of employment.
- Certifications related to Crime Analysis will also be required within a specified time period.
- Must maintain ongoing education and skill in related computer applications and statistical applications.

**Job Conditions:**

- All employees may be expected to work hours in excess of their normally scheduled hours in response to short-term department needs and/or City-wide emergencies.
- Due to sensitive and confidential nature of information handled, must successfully complete a police background investigation, including polygraph examination, as well as all additional APOSTC requirements for this position.

**Physical Capabilities:**

- Requires primary sedentary work, but may involve walking or standing for periods of time and exerting up to 10 pounds of force on a regular and recurring basis.
- Requires dexterity for constant keyboarding and use of computer technology.
- Requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

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

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

ORDINANCE NO. 2022-323

AN ORDINANCE AMENDING SECTION 32- 131 OF THE MADISON CITY CODE ENTITLED "PARKING IN CONFORMITY WITH ESTABLISHED REGULATIONS"

BE IT ORDAINED by the City Council of the City of Madison, Alabama as follows:

Section 1. That Section 32-131 entitled "Parking in conformity with established regulations" of the Code of Ordinance, City of Madison, Alabama is hereby amended to insert an additional line item in alphabetical order within the table of subsection (b) to restrict parking on a median within Walden Glen Road.

Section 2. That Section 32-131 of the Madison City Code under the subsection entitled "Parking in Conformity with Established Regulations" is hereby amended to include:

Street Name	Where Parking Restricted	When Parking Restricted
Walden Glen Road	The west side of the median located along Walden Glen Road near the entrance of Brownsferry Road	anytime

Section 3. That each and every provision of this Ordinance is hereby declared to be an independent provision, and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

Section 4. No other provisions of the City Code are amended this Ordinance, unless specifically stated and referenced herein.

Section 5. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 12th day of December, 2022.

Ranae Bartlett, City Council President City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of December, 2022.

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



**RESOLUTION NO. 2022-315-R**

**A RESOLUTION APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR  
SUNSHINE FAMILY LLC**

**WHEREAS**, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a restaurant retail liquor license to **SUNSHINE FAMILY, LLC** doing business as **STONE AGE KOREAN BBQ, II** which has applied for said license for its location at 7929 Highway 72 West; and

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC restaurant retail liquor license to **SUNSHINE FAMILY, LLC** for its 7929 Highway 72 West location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City restaurant retail liquor license to **SUNSHINE FAMILY, LLC** doing business as **STONE AGE KOREAN BBQ, II**;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of November 2022.

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

**ATTEST:**

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

**APPROVED** this 28th day of November 2022.

\_\_\_\_\_

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



CITY OF MADISON - REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
REVENUE@MADISONAL.GOV / 256-772-5654  
WWW.MADISONAL.GOV

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**Date:** November 15, 2022

**To:** Mayor & City Council

**From:** Cameron Grounds, CPA, CMRO  
Revenue Officer, Revenue Department

**Subject:** Sunshine Family, LLC  
DBA: Stone Age Korean BBQ, II  
Restaurant Retail Liquor License

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Please find attached a copy of the checklist for Sunshine Family, LLC, doing business as Stone Age Korean BBQ II, in regard to their application for a Restaurant Retail Liquor License for their location at 7929 Highway 72 West.

The reason that this business is applying for a Restaurant Retail Liquor License at this time is because this is a new request for alcoholic beverages at this location.

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

If there are any questions, do not hesitate to call me at (256) 772-5654.

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Sunshine Family, LLC
Business Name: Stone Age Korean BBQ, II
Business Location: 7929 Highway 72 West, Madison, AL 35758
Mailing Address: Same
Phone: 256-683-8405

APPLICATION FEE:

Date Paid: November 9, 2022 Amount: 100.00 Receipt #:
Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: November 9th, 2022
Background Check: Approved Disapproved
Check Completed By: Becky Muffice Title ID secretary
Date Completed: 11-15-22

BUILDING DEPARTMENT APPROVAL:

Letter Sent: November 9th, 2022
Inspection: Approved X Disapproved
Inspection Completed By: Title Building Inspector
Date Completed: 11-9-2022

FIRE DEPARTMENT APPROVAL:

Letter Sent: November 9th, 2022
Inspection: Approved X Disapproved
Inspection Completed By: Title DFM
Date Completed: 11-9-22

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

Memo Sent to City Clerk On: November 9th, 2022

Date Placed: November 16th, 2022 Newspaper: Madison Record

Publication Fee Paid: \$184.00

Date Paid: November 9th, 2022 Receipt #: \_\_\_\_\_

Date of Public Hearing: November 28th, 2022

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

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

**STATE ALCOHOL CONTROL BOARD LETTER:**

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

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

**CITY LICENSE:**

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

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

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





**RESOLUTION NO. 2022-316-R**

**A RESOLUTION AUTHORIZING STREET SWEEPING SERVICES WITH SWEEPING CORPORATION OF AMERICA VIA SOURCEWELL**

**WHEREAS**, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through Sourcewell, formerly known as National Joint Powers Alliance (“NJPA”); and

**WHEREAS**, the Engineering Department has requested street sweeping services from Sweeping Corporation of America, Inc., as described in the attached quote; and

**WHEREAS**, the Engineering Department has verified that these services are not available on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Engineering Department has verified that Sweeping Corporation of America, Inc., is an authorized provider for said services and is a participating Sourcewell vendor holding a valid Alabama business license;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **fifty six thousand eight hundred twenty seven dollars and eighty eight cents (\$56,827.88)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

**READ, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November, 2022.

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

**RESOLUTION NO. 2022-317-R****A RESOLUTION AUTHORIZING ACCEPTANCE OF  
TEMPORARY EASEMENTS FOR MAINTENANCE OF A DRAINAGE DITCH  
ADJACENT TO HIGHLAND DRIVE**

**WHEREAS**, the City's Engineering Department is conducting repairs and maintenance to a drainage ditch adjacent to Highland Drive, and the department requires access to certain property to complete said improvements;

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire temporary easements, on, over, across, and upon the following described parcels of land (the "Tracts"), to-wit:
  - a. That certain parcel currently owned by Jeffrey & Valerie Christensen require the City to seek an easement to this parcel.
  - b. That certain parcel currently owned by Richard & Bonita Burch require the City to seek an easement to this parcel.
2. That the obtainment of the foregoing Tracts is necessary to implement maintenance and improvements to the drainage ditch which is in the best interests of the citizens of the City of Madison in that the same will contribute to the health, safety, and general welfare of the citizens of Madison.
3. That the City shall hereby accept the dedication of such temporary easements for purposes of the Project.
4. That the Mayor of the City of Madison is authorized to execute all documents necessary to acquiring the donation and acquisition of the easements for the period not to exceed thirty (30) days for the Project.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2022.

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

**RIGHT OF ENTRY PERMIT AND TEMPORARY EASEMENT  
AGREEMENT WITH CITY OF MADISON, ALABAMA**

This agreement is made and entered into on this \_\_\_\_\_ date of November 2022 between Richard & Bonita Burch (herein “Owners”) and the City of Madison (herein “the City”).

Whereas, the City is conducting maintenance and repairs to an existing drainage easement of approximately ten (10) feet from a drainage ditch on the Owner’s property; and

Whereas, in order to provide the necessary repairs and maintenance to the existing drainage system on the Owners’ Property, the City requests a temporary right of entry to the Owner’s Property not to exceed fifteen (15) feet from the existing boundaries of the City’s current drainage easement; and

Whereas, the Owner and City agree that the time period for this temporary extension of the drainage easement shall not exceed thirty (30) days from the commencement of the City’s work;

Therefore, in consideration of the benefit that this drainage maintenance will incur on the Owner’s Property, the Property Owners permit the City the right of reasonable entry upon the Property in the project area; and

In particular, the Property Owners will allow the City reasonable access to enter and reenter his/her property for a period of up to thirty (30) days. The purpose of this access is to allow the City to maintain the drainage system and perform necessary repairs and alterations to the drainage ditch system; and

This document shall not be considered a permanent easement. Once the maintenance and repair of the drainage ditch system is complete, the improvements will become a part of the Property of the Owner.

ATTEST: City of Madison

\_\_\_\_\_

Mayor Paul Finley

State of Alabama        )  
  )  
County of Madison        )

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Paul Finley, whose name is signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the \_\_\_\_ day of November of 2022.

NOTARY PUBLIC

My Commission expires:

Michelle Parker

Property Owner

Bonita A. Burck

Property Owner

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bonita Burck and Richard Burck whose names are signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14<sup>th</sup> day of November of 2022.

NOTARY PUBLIC Michelle Parker

My Commission expires: 11-03 - 2025



**RIGHT OF ENTRY PERMIT AND TEMPORARY EASEMENT  
AGREEMENT WITH CITY OF MADISON, ALABAMA**

This agreement is made and entered into on this \_\_\_\_\_ date of November 2022 between Jeffrey & Valerie Christensen (herein "Owners") and the City of Madison (herein "the City").

Whereas, the City is conducting maintenance and repairs to an existing drainage easement of approximately ten (10) feet from a drainage ditch on the Owner's property; and

Whereas, in order to provide the necessary repairs and maintenance to the existing drainage system on the Owners' Property, the City requests a temporary right of entry to the Owner's Property not to exceed fifteen (15) feet from the existing boundaries of the City's current drainage easement; and

Whereas, the Owner and City agree that the time period for this temporary extension of the drainage easement shall not exceed thirty (30) days from the commencement of the City's work;

Therefore, in consideration of the benefit that this drainage maintenance will incur on the Owner's Property, the Property Owners permit the City the right of reasonable entry upon the Property in the project area; and

In particular, the Property Owners will allow the City reasonable access to enter and reenter his/her property for a period of up to thirty (30) days. The purpose of this access is to allow the City to maintain the drainage system and perform necessary repairs and alterations to the drainage ditch system; and

This document shall not be considered a permanent easement. Once the maintenance and repair of the drainage ditch system is complete, the improvements will become a part of the Property of the Owner.



ATTEST: City of Madison

\_\_\_\_\_

Mayor Paul Finley

State of Alabama )

)

County of Madison )

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Paul Finley, whose name is signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the \_\_\_\_\_ day of November of 2022.

NOTARY PUBLIC

My Commission expires:

*[Handwritten signature]*

Property Owner

Valerie Christensen

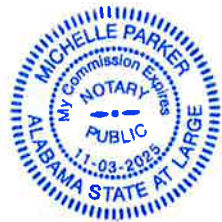
Property Owner

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jeffrey Christensen and Valerie Christensen whose names are signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14<sup>th</sup> day of November of 2022.

NOTARY PUBLIC *Michelle Parker*

My Commission expires: 11-03-2025



**RESOLUTION NO. 2022-318-R**

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE  
SUBDIVISION IMPROVEMENTS FOR MOORE’S CREEK, PHASE 5**

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective November 28<sup>th</sup>, 2022, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Moore’s Creek, Phase 5, as recorded in the Limestone County Probate Office in Plat Book K, Pages 278-279.

**READ, APPROVED, and ADOPTED** this 28<sup>th</sup> day of November, 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November, 2022.

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



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

Subdivision: Moore's Creek Phase 5

Principal: Lennar Homes of Alabama, LLC

Bond No: \_\_\_\_\_ Amount: \$158,416.83 LOC \_\_\_\_\_ Cash X

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

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

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


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

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

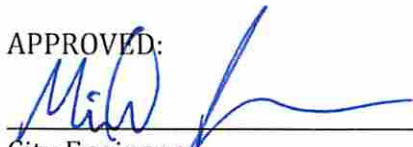
IN WITNESS WHEREOF, we hereunto set our names and seals on this 5 day of October, 2022.

  
WITNESS

PRINCIPAL

By: 

Its: Division Manager and Authorized Agent

APPROVED:  
  
City Engineer

11/15/2022  
Date

ACCEPTED:

CITY OF MADISON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk - Treasurer



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

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Madison Utilities  
101 Ray Sanderson Drive  
Madison, Alabama 35758

Subdivision: Moore's Creek Phase 5

Plat Book: K Page: 278-279 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

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

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

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the City of Madison and its Water and Wastewater Board.

Date: 10/24/2022

Developer: LENNAR HOMES OF ALABAMA, LLC

Address: 2101 WEST CLINTON AVENUE, SUITE 202 HUNTSVILLE, ALABAMA 35805

By: *[Signature]*

ENGINEERING CERTIFICATION

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

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

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

Date: 10/24/2022

Consulting Engineers: MULLINS, LLC

Address: 2101 WEST CLINTON AVENUE, SUITE 503 HUNTSVILLE, ALABAMA 35805

By: *[Signature]*

CITY OF MADISON &  
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON  
SUBDIVISION ACCEPTANCE FORM



Subdivision: Moore's Creek Phase 5

Plat Book: \_\_\_\_\_ Page: \_\_\_\_\_ or Document # \_\_\_\_\_


Probate Records of Limestone County, Alabama

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

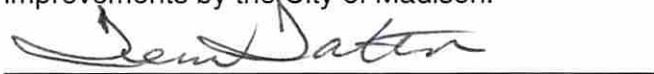
*[Signature]*  
Board Inspector



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

  
General Manager


Upon affirmative vote of the Water and Wastewater Board on this the 7<sup>th</sup> day of November, 2022, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of al other subdivision improvements by the City of Madison.

  
Board Chairman

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

  
City Inspector

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

  
City Engineer

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

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 2022-322-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH MARIELA RUIZ**

**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 Mariela Ruiz, for services including training Human Resource personnel in processing 1095s, use of New World software, train employees with Benefit Plan Maintenance, generate reports various end of the year reports in the New World software, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto described as "Professional Contractor Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Mariela Ruiz, 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 28<sup>th</sup> day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2022.

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

**PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**THIS AGREEMENT** for professional contractor services (“Agreement”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Mariela Ruiz, 4012 Windswept Drive, Madison, Alabama 35757, hereinafter referred to as “Contractor.”

**WHEREAS**, Contractor, after serving for six (6) years as a Senior Human Resources Coordinator/HRIS Specialist with the City of Madison Human Resources Department, resigned from service on 4/22/2022; and

**WHEREAS**, the City’s Human Resources Department will reduce costs and achieve more efficient operation by retaining the services of an experienced professional to assist with certain HRIS services; and

**WHEREAS**, Contractor is a unique provider of such services, and she possesses the experience and qualifications necessary to offer the same to the City; and

**WHEREAS**, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

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

1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on an as-needed basis as the Director of Human Resources directs:
  - a. Train HR personnel in processing 1095s for employees and to file 1095s with the IRS, using New World software.
  - b. Assist with and train employees with Benefit Plan Maintenance data in the New World software for the end of the calendar year.
  - c. Generate reporting for EEO 4 data and EEO Plan; generating data from New World system, and training other HR employees.
  - d. Perform training and other New World reporting functions for HR on an as needed basis.
  
2. **PAYMENT FOR SERVICES:** City agrees to pay, and Contractor agrees to accept, the sum of thirty-eight dollars (\$38.00) per hour for the services described in Section 1 of the Agreement.

- a. Contractor shall not be compensated for meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Human Resources.
- b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.
- c. Contractor shall invoice City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:
1. The date the services were rendered.
  2. A short description of the services performed.
  3. The hours required to perform such services.
  4. Contractor shall submit each invoice not later than the fifth (5<sup>th</sup>) day of the month next following the month during which the services were rendered.
  5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.
- d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on his eligibility for or receipt of retirement benefits of any kind.
- e. Contractor's work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama ("ERS") regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor's sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

### **3. ENTIRE AGREEMENT; NON-WAIVER**

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

### **4. EFFECTIVE DATE; TERM**

This Agreement shall become effective at the opening of business on December 5, 2022, and shall expire at the close of business on December 31, 2023.

**5. TERMINATION**

a. Either party may terminate this Agreement with or without cause upon twenty-four (24) hours' written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be an employee of the City nor shall he be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose his work hours.

**7. INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his obligations under this agreement.

**8. ASSIGNMENT OF CONTRACT**

Consultant may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

**9. GOVERNING LAW**

The laws of the State of Alabama shall govern this Agreement.

**10. NOTICES**

All notices to City shall be addressed to:

City of Madison  
Human Resources  
100 Hughes Road  
Madison, Alabama 35758

All notices addressed to Consultant shall be addressed to:

Mariela Ruiz  
4012 Windswept Drive  
Madison, Alabama 35757

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

## **11. SEVERABILITY AND WAIVER**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

## **12. EXCUSED PERFORMANCE**

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

Should such suspension or delay lawfully last more than five (5) calendar days, the parties agree that this Agreement shall be terminated in its entirety and that the only liability accruing to either party shall be payment to the other of any monies due and owing at the time the suspension or delay began.

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



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

**ATTEST:**

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

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

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

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

I, the undersigned 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 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 date the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**Mariela Ruiz, Contractor**

\_\_\_\_\_  
Mariela Ruiz

\_\_\_\_\_  
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 Mariela Ruiz, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and the official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**RESOLUTION NO. 2022-306-R****A RESOLUTION AUTHORIZING MAYOR TO ACCEPT PRICING PROPOSAL  
FROM SHI INTERNATIONAL CORPORATION FOR RENEWAL OF E-MAIL AND  
OFFICE 365 SERVICES UNDER STATE CONTRACT**

**WHEREAS**, the IT Department has requested the annual renewal of e-mail and Office 365 services from SHI International Corporation, a partner of Microsoft Corporation; and

**WHEREAS**, the IT Department has verified that these services are available for purchase under State of Alabama Contract No. 17000000198-199;

**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 pricing proposal from SHI International Corporation, a partner of Microsoft Corporation, for annual renewal of licenses of software that provides the e-mail server and client mailbox storage for the City's Exchange Online environment and expansion of Microsoft 365, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Pricing Proposal" and dated November 2, 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 SHI International Corporation 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 28<sup>th</sup> day of November, 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November, 2022.

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



Pricing Proposal  
Quotation #: 22711912  
Created On: 11/2/2022  
Valid Until: 11/30/2022

**City of Madison**

**Inside Account Executive**

**Jason Colee**  
100 Hughes Rd.  
Madison, AL 35758  
United States  
Phone: (256) 464-8432  
Fax: (256) 464-8436  
Email: jason.colee@madisonal.gov

**Lauren Rallis**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3086  
Fax:  
Email: lauren\_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft 365 Apps - Subscription license - 1 user - GOV - MPSA Microsoft - Part#: AAA-11674 Coverage Term: 1/1/2023 – 12/31/2023	385	\$131.61	\$50,669.85
2 Microsoft Exchange Online Plan 1G - Subscription license - 1 user - hosted - GOV - MPSA Microsoft - Part#: AAA-11624 Coverage Term: 1/1/2022 – 12/31/2023	385	\$43.87	\$16,889.95
		Subtotal	\$67,559.80
		Total	\$67,559.80

**Additional Comments**

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*

**ORDINANCE NO. 2022-308**

**A RESOLUTION AUTHORIZING EXERCISE OF AN OPTION TO PREPAY AND REDEEM A BOND PURSUANT TO A FUNDING AGREEMENT BETWEEN THE CITY OF MADISON, ALABAMA AND TOWN MADISON COOPERATIVE DISTRICT**

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**WHEREAS**, the City authorized the incorporation of the Town Madison Cooperative District, an Alabama public corporation (the “District”), in cooperation with Madison County, Alabama (the “County”), in 2014, to provide for the acquisition, construction, and installation of capital improvements for public infrastructure within the jurisdiction of the District relating to a mixed-used development commonly known as “Town Madison,” developed by Town Madison, LLC; and

**WHEREAS**, the District issued its Special Project Revenue Bond (Federally Taxable – Town Madison Project), Series 2014-B (the “Series 2014-B Bond”); and

**WHEREAS**, pursuant to a Funding Agreement dated November \_\_, 2022 between the City of Madison and the District (the “2022 City Funding Agreement”) the District issued a new revenue bond in substitution for the Series 2014-B Bond, in the principal amount of \$\_\_\_\_\_ (the “Series 2022A Bond”); and

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

**WHEREAS**, the 2022 City Funding Agreement also grants to the City the right to prepay and redeem the Series 2014-B Bond or the Series 2022A Bond, whichever is outstanding at the time, at a redemption price equal to the principal amount thereof plus the interest accrued thereon to the date of redemption; and

**WHEREAS**, the City Council of the City has determined that it is in the best interest of the City to exercise the option granted to it in the Funding Agreement and to prepay and redeem the Series 2014-B Bond or the Series 2022A Bond, whichever is then outstanding, upon issuance of its General Obligation Economic Development Warrants, Series 2022, on a date to be determined by the City not more than thirty days from the date of the exercise the option.

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

Section 1. The Mayor of the City is hereby authorized and directed to exercise the option granted to the City pursuant to Section 34 of the 2022 City Funding Agreement to prepay and redeem the Refunded 2014-B Bond or the Series 2022A Bond, whichever is then outstanding, at a redemption price equal to the principal amount thereof plus the accrued interest



thereon to the date of redemption. Such option shall be exercised by written notice to the District and Town Madison Bondholder, LLC, with a copy to Regions Bank, as Trustee.

Section 2. The Mayor of the City is hereby further authorized and directed to set a date for such redemption and prepayment, which date shall be not earlier than ten (10) days, or later than thirty (30) days, from the date of the notice of exercise of the option given as provided in Section 1 hereof.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of November 2022.

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

**ATTEST:**

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

**APPROVED** this 28th day of November 2022.

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

**ORDINANCE NO. 2022-309****AN ORDINANCE AUTHORIZING THE ADOPTION OF A PRETRIAL DIVERSION PROGRAM FOR THE CITY OF MADISON MUNICIPAL COURT**

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

**Section 1:** The City of Madison Municipal Court is authorized, pursuant to Alabama Code Section 12-14-91 as amended to implement a pretrial diversion program and identify certain offenses that may be dismissed upon a defendant's successful completion of said Diversion Program that shall include, but is not limited to, payment of applicable fees and costs, treatment, and community service work. Eligibility for the program shall be determined by the Municipal Court and shall be subject to the City of Madison Pretrial Diversion Guidelines and Procedures, described herein and approved by this Council.

**Section 2:** Eligibility for the Diversion Program requires an admission of guilt and a waiver of the right to appeal by defendants entering the Program. Any defendant who fails to comply with the requirements of the pretrial may face sanctions including incarceration, extension of time of supervision, termination from the program and/or further orders from the Court.

**Section 3:** The Presiding Municipal Judge, acting in consultation with the City Attorney, is hereby authorized to establish guidelines regarding eligibility for participation in the pretrial diversion program pursuant to Alabama Code Section 12-14-91 as amended. The Presiding Municipal Judge, subject to the necessary consultation with the City Attorney, shall have the authority to modify the guidelines as needed.

**Section 4:** All applicants shall pay an application fee in the amount of two hundred and seven dollars (\$207) to be evaluated for the Pretrial Diversion Program. This application fee shall be nonrefundable. The application fee shall be collected by the City Municipal Court Clerk and allocated with eighty percent (80%) to be allocated to the City of Madison's Corrections Fund and twenty percent (20%) to be allocated to the Municipal Court's Advanced Technical Data Fund.

**Section 5:** Once an applicant is accepted into the Diversion Program defendants are responsible for the following payments and/or fees to continue participation in the Diversion Program:

- (a) Seven dollars (included in the application fee) to be remitted to the Office of Prosecution Services.
- (b) Restitution, if applicable, shall be paid into the Court.

- (c) Compliance Monitoring Fee of thirty dollars (\$30).
- (d) Court Referral Officer Fee of sixty-five dollars (\$65).
- (e) Drug/Alcohol Testing Fee in the amount of twenty-five dollars (\$25) per test.
- (f) Rescheduling Fee in the amount of fifteen dollars (\$15) per visit rescheduled.
- (g) Cost of any treatment program made a condition of the offender's pretrial diversion program. Such programs may include drug treatment, alcohol treatment programs, behavior medication treatment, addition therapy and/or other programs and therapy that may be required of the offender for completion of the Program.

In addition to all listed payments and fees, a defendant shall also be liable for all court costs, victims' compensation fund assessment and all other fees and assessments that may have applied had the Defendant been found guilty of the underlying offense. No cost, fee, restitution, or other assessment shall be waived or remitted absent an express written acknowledgement of such waiver by the Court.

**Section 6:** Cost, fees and assessment may only be adjusted and/or waived upon a finding from the Municipal Judge that the defendant is indigent without the reasonable ability to pay these costs, fees, and assessments to enter the Diversion Program.

**Section 7:** The City Municipal Court Clerk shall collect and distribute all Application fees, prosecution services fee of seven dollars (\$7), court costs and restitution as provided by this Ordinance and State Law.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2022.

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

**RESOLUTION NO. 2022-324-R****A RESOLUTION AUTHORIZING ACQUISITION AND ACCEPTANCE OF A DRAINAGE EASEMENT FOR DRAINAGE IMPROVEMENTS LOCATED IN EVERSTEAD AT MADISON DEVELOPMENT**

**WHEREAS**, the City's Engineering and Public Works Departments are conducting drainage improvements within the Everstead Development and the City requires a permanent drainage easement to complete said improvements;

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a permanent public drainage easement, on, over, across, and upon the Property known as Everstead of Madison (the "Tract"), which is described in the exhibits attached to this Resolution.
2. The exhibits depicting the Tract are attached hereto and incorporated herein, and copies will be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama.
3. That the obtainment of the foregoing Tract is necessary to implement drainage improvements, which are in the best interests of the citizens of the City of Madison in that the same will contribute to the health, safety, and general welfare of the citizens of Madison.
4. That the City shall hereby accept the donation and dedication of the Tract from owners of its respective portions for purposes of conducting drainage improvements.
5. That the Mayor of the City of Madison, or his designee, is authorized, empowered, and directed to negotiate and execute all documents necessary to acquiring the donation and acquisition of the Tract.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of November 2022.

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of November 2022.

---

*Paul Finley, Mayor*  
City of Madison, Alabama



(Space Above Line for Use by Recording Office)

**THIS INSTRUMENT PREPARED BY:**

Dentons US LLP  
Attn: Jess A. Pinkerton, Esq.  
303 Peachtree Street, N.E., Suite 5300  
Atlanta, Georgia 30308

**PUBLIC DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT**

This **PUBLIC DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT** (“Agreement”), is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, 2022, by and between **EVERSTEAD AT MADISON, LLC**, a Delaware limited liability company (“Developer”), and the City of Madison, a municipal corporation in the State of Alabama (hereinafter referred to as “City,” together with the Developer, the “Parties,” and each a “Party”).

**WITNESSETH:**

**WHEREAS**, Developer is the owner of the real property described in **Exhibit “A”** attached hereto (the “Developer Property”), which is embraced by the Final Plat/Boundary Plat of The Everstead at Madison (the “Plat”), a copy of which is attached hereto as **Exhibit “B”**; and

**WHEREAS**, Developer intends to develop the Developer Property into lots or units for development, sale and/or lease (the “Development”); and

**WHEREAS**, Developer intends to construct certain drainage improvements, infrastructure, systems, facilities, features, and amenities (the “Drainage Improvements”) within that portion of the Developer Property identified as a “Public Drainage Easement” on the Plat (the “Easement Area”), and the Parties are desirous of entering into this Agreement to memorialize each Party’s respective rights with respect to the repair, maintenance, and replacement of the Drainage Improvements.

**NOW, THEREFORE**, for and in consideration of (a) the premises which are deemed a material part of this Agreement and, by this reference, are incorporated herein, (b) the mutual agreements, covenants, provisions and terms of this Agreement set forth herein, (c) the execution, acknowledgment and delivery of this Agreement by the Parties hereto, and (d) other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged by City and Developer, and intending to be legally bound hereby, City and Developer agree and covenant with and unto each other, as follows:

**Section 1. Definitions.**

**Private Owner** means and refers to any person or entity who is the grantee in each deed or other conveyance recorded in the real estate records in the Office of the Judge of Probate of the County in which the Development is located of the fee simple title to all or any portion of the real property embraced by the Development.

**Private Owners' Lot/Unit** means and refers to any lands within the Development owned by Developer or a Private Owner other than the Public Areas.

**Public Areas** mean and refer to any lands, including improvements situated thereon, within the Development dedicated/conveyed to and accepted by/on behalf of the public such as public streets and rights-of-way, public greenways, and public easements.

**Section 2. Maintenance Obligations.**

(a) Developer and each Private Owner shall be jointly and severally responsible for the continuous and proper maintenance, operation, replacement, repair or restoration of the Drainage Improvements, without expenditure of municipal funds (the "Maintenance Obligations"). Such Maintenance Obligations shall be in conformance with all applicable laws, regulations, standards and specifications, now existing or hereafter established, the subdivision regulations, state nuisance laws, City ordinances and codes governing nuisances, as such may be superseded or amended from time to time.

**Section 3. Default in Maintenance Obligations.** Upon the failure of Developer or a Private Owner to perform its Maintenance Obligations, and after any notice and opportunity to cure required by Section 4 hereof, the City shall have the right but not the obligation to perform, or have performed on its behalf, the Maintenance Obligations, in whole or part, and shall have the right to receive joint and several full reimbursement from Developer and each Private Owner the costs of such Maintenance Obligations as set forth in Section 6 below.

**Section 4. Notice and Cure.** The City shall not perform the Maintenance Obligations until it has first given Developer, and the then-current Private Owner of the Easement Area notice of (a) the need to perform Maintenance Obligations identified in the notice, and (b) thirty (30) days after the date of such notice within which to cure and perform the same; provided, however, that if such obligations cannot be reasonably completed within such thirty (30) day period, then the Developer and/or applicable Private Owner shall have additional time to complete such obligations, so long as such party commences such obligations within the initial thirty (30) day period and uses good faith efforts to diligently complete the same. Any notice required hereunder shall be given in the manner prescribed in Section 7 below.

**Section 5. Grant of Access and Maintenance Easement; Relocation; Public Dedication.**

(a) Developer hereby grants City, and City's authorized agents, contractors, and employees, a continuous, permanent and irrevocable right of entry, access, ingress and egress easement across, along, over, under and through the Easement Area in order to perform as contemplated in this Agreement, and in accordance with applicable federal, state, and local laws governing stormwater management, as such laws may be amended or superseded from time to

time, including: (i) inspection of the Easement Area or Drainage Improvements; and (ii) upon default by Developer or a Private Owner of the Maintenance Obligations beyond the applicable notice and cure period, to perform the Maintenance Obligations pursuant to the terms hereof. The easement contained herein shall run with the land as a burden to the Development and shall pass with the conveyance of all or any portion thereof, whether specifically referred to or not in any said conveyance.

(b) Developer reserves the right, exercisable in its sole discretion, to relocate the Drainage Improvements at its sole cost and expense, provided that any such relocation or construction shall be performed in such a manner that shall not materially and adversely interfere with the flow of stormwater from adjacent real property over the Developer Property. If requested by Developer, following completion of such relocation work, Developer and the City shall amend this Agreement to reflect such change in a form reasonably satisfactory to the parties and shall record the same in the real estate records in the Office of the Judge of Probate of Madison County, Alabama

(c) If the Developer wishes to pursue dedication of the Easement Area and/or Drainage Improvements in the future, then the City shall reasonably cooperate with the Developer in pursuing such dedication and join in such dedication. Upon any such public dedication, the Developer's Maintenance Obligations shall cease as to any such Easement Area and/or Drainage Improvements so dedicated, and the Developer shall have no further obligation with respect thereto.

**Section 6. Recovery of Maintenance Obligations Costs and Collection Costs.** In the event that City performs any Maintenance Obligations pursuant to, and in accordance with the terms hereof, City shall have the right to recover jointly and severally from Developer and/or any one or more or all of the Private Owners that own fee simple title to any Easement Area in which such Maintenance Obligations are performed, the reasonable, actual, documented out of pocket costs and expenses of all labor, equipment, fuel, materials, services, supplies and similar items used in such performance ("Maintenance Obligations Costs"). Each Private Owner, by the acceptance of a conveyance for such Private Owner's parcel, whether or not expressed in such conveyance, is hereby deemed to agree and covenant to pay to City the Maintenance Obligations Costs.

**Section 7. Notices.** All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited with Federal Express, or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, (iii) or when delivered as a PDF, or other digital image file, attachment to an email.

The City: Michael Johnson  
Department of Engineering  
100 Hughes Road  
Madison, Alabama 35758  
Email: [michael.johnson@madisonal.gov](mailto:michael.johnson@madisonal.gov)

with a copy to: City Attorney

100 Hughes Road  
Madison, Alabama 35758  
Email: [legal@madisonal.gov](mailto:legal@madisonal.gov)

Developer: Everstead at Madison, LLC  
c/o Landmark Properties  
Attn: Blair Sweeney and David Phillips  
3060 New Peachtree Road, N.W., Suite 500  
Atlanta, Georgia 30305  
Emails: [blair.sweeney@landmarkproperties.com](mailto:blair.sweeney@landmarkproperties.com)  
[david.phillips@landmarkproperties.com](mailto:david.phillips@landmarkproperties.com)

With copies to: Everstead at Madison, LLC  
c/o Landmark Properties  
Attn: W. Christopher Hart  
315 Oconee Street  
Athens, Georgia 30601  
Email: [chris.hart@landmarkproperties.com](mailto:chris.hart@landmarkproperties.com)

and: Dentons US LLP  
303 Peachtree Street, NE  
Atlanta, Georgia 30308  
Email: [Jess.Pinkerton@dentons.com](mailto:Jess.Pinkerton@dentons.com)  
Attn: Jess A. Pinkerton, Esq.

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed e-mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address or email address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days' prior notice of the changed address or changed email address.

**Section 8. Association/Restrictions/Other Maintenance.** Nothing contained in this Agreement shall be construed or deemed as prohibiting the Developer or the Private Owners from: (a) forming an owners, homeowners, condominium owners, business owners, or residence association (the "Association"), or (b) creating and establishing covenants, restrictions or restrictive covenants (the "Restrictions"), for the benefit, construction, governance, insurance, maintenance, operation, repair or regulation, of the Development. Nothing contained in this Agreement shall be construed to affect private maintenance responsibilities which are outside the scope of this Agreement.

**Section 9. Termination of Developer(s)'s Liability.** Notwithstanding anything contained in this Agreement to the contrary, the Developer liability under this Agreement will terminate when it is no longer a Private Owner. This Agreement shall not be construed or applied to confer any rights or benefits to third-parties.

**Section 10. Authority and Power.** Each Party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this Agreement.

**Section 11. Recordation.** This Agreement shall be recorded in the real estate records in the Office of the Judge of Probate of Madison County, Alabama.

**Section 12. Covenants Running with the Land.** This Agreement and each of its agreements, covenants, provisions and terms are covenants running with the land as to the Developer Property and the Development and shall be binding on City, Developer, and Private Owners (and, if applicable, Association) and all persons and entities claiming through or under them for a period of twenty-five (25) years from the date this Agreement is filed for record in the Office of the Judge of Probate of Madison County, Alabama, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the City and Developer has been filed for record in such Probate Judge's Office, agreeing to abolish or amend this Agreement in whole or in part.

**Section 13. Miscellaneous.**

(a) *Entire Agreement/Merger.* This Agreement, along with all exhibits and attachments or other documents affixed hereto or referred to herein (including the Plat), embodies the entire agreement, intent and understanding of City and Developer as to the transactions contemplated and evidenced hereby and merges herein all prior and contemporaneous agreements, covenants, discussions, representations, statements and understandings heretofore made between City and Developer as to such transactions, whether written, oral or both. Any agreements, covenants, representations, statements or understandings by and between City and Developer as to such transactions not contained herein are and shall be null and void, unenforceable and of no force and effect.

(b) *Applicable Law/Jurisdiction/Venue.* This Agreement is made in, and thus shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of, the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

(c) *Severability.* If, for any reason or no reason, any agreement(s), covenant(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Developer or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(d) *Binding Effect.* The City's and Developer(s)'s respective heirs, personal representatives, successors and assigns (including, but not limited to, the Private Owners and the Association) shall be fully bound by this Agreement and each and every agreement, covenant, provision and term hereof just as they are bound. Each and every agreement, covenant, provision and term of this Agreement inures, and shall inure, to the benefit of City, its successors and assigns,

and shall be binding upon or inure to the benefit of the Developer and its heirs, personal representatives, successors and assigns (including the Private Owners and the Association).

(e) *Amendment, etc.* Neither this Agreement nor any agreement, covenant, provision or term hereof, shall be amended, changed or modified in any respect, nor may any estoppel, novation or waiver regarding the same be effectuated, without City, and Developer first executing a writing, in equal dignity to this Agreement, embodying their complete and full agreement and understanding as to such amendment, change, modification, novation or waiver.

(f) *Captions.* The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(g) *Incorporation of Exhibits.* This Agreement hereby incorporates by reference and makes a part hereof all exhibits referred to herein and appended hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

**EVERSTEAD AT MADISON, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_ (SEAL)  
Name: W. Christopher Hart  
Title: Authorized Signatory

STATE OF GEORGIA     )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Christopher Hart, whose name as Authorized Signatory of Everstead at Madison, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

SEAL



IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement as of the date first above referenced.

**CITY OF MADISON, ALABAMA,**  
a political subdivision of the State of Alabama

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF ALABAMA    )

COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the City of Madison, Alabama, a political subdivision of the State of Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she/he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

SEAL

**EXHIBIT "A"**  
**DEVELOPER PROPERTY**

THAT PARCEL OF PROPERTY LOCATED IN SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS:

**BEGINNING** AT A 1/2" CRIMP TOP PIPE THAT BEARS NORTH 02°00'10" EAST AND 25.0' FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF THE S/W 1/4 OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA (AND ALSO BEING SOUTH 89°03'23" EAST AND 349.93 FEET FROM THE S/E CORNER OF LOT 3, CLIFT MILL ROAD SUBDIVISION AS PER INSTRUMENT # 2021-31178) AND RUN NORTH 02°49'04" EAST, A DISTANCE OF 99.62 FEET TO A FENCE POST;

THENCE RUN NORTH 03°00'10" EAST, A DISTANCE OF 62.41 FEET TO A FENCE POST;

THENCE RUN NORTH 01°29'55" EAST, A DISTANCE OF 82.37 FEET TO A 5/8" REBAR AND CAP (JWKLS 17254);

THENCE RUN NORTH 89°25'34" WEST, A DISTANCE OF 89.96 FEET TO A 1/2" CRIMP TOP PIPE;

THENCE RUN SOUTH 01°15'17" WEST, A DISTANCE OF 12.01 FEET;

THENCE RUN NORTH 87°59'50" WEST, A DISTANCE OF 261.85 FEET TO A POINT;

THENCE RUN NORTH 02°00'31" EAST, A DISTANCE OF 1169.82 FEET, PASSING A 1/2 INCH REBAR & CAP (KLSS 21780) AT 2.56 FEET FOR THE EXISTING N/E CORNER OF SAID LOT 3 ALSO BEING THE S/E CORNER OF LOT 4 OF CLIFT MILL ROAD SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021-31178, OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; AND ALSO PASSING A 1/2 INCH REBAR & CAP (MULLINS) AT 225.31 FEET FOR THE EXISTING N/E CORNER OF SAID LOT 4, TO A HEX IRON PIN;

THENCE RUN SOUTH 89°04'52" EAST, A DISTANCE OF 349.78 FEET TO A HEX IRON PIN;

THENCE RUN NORTH 01°15'40" EAST, A DISTANCE OF 244.09 FEET TO A 5/8 INCH REBAR;

THENCE RUN SOUTH 88°33'22" EAST, A DISTANCE OF 329.80 FEET TO A HEX IRON PIN;

THENCE RUN SOUTH 89°08'23" EAST, A DISTANCE OF 330.06 FEET TO A HEX IRON PIN;

THENCE RUN SOUTH 88°49'10" EAST, A DISTANCE OF 275.60 FEET TO A POINT;

THENCE RUN SOUTH 01°45'52" WEST, A DISTANCE OF 631.24 FEET TO A POINT;

THENCE RUN SOUTH 88°14'08" EAST, A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT;

THENCE RUN SOUTH 01°57'29" WEST, A DISTANCE OF 131.97 FEET TO A 5/8 INCH REBAR & CAP(HILL PLS 14107);

THENCE RUN SOUTH 01°56'32" WEST, A DISTANCE OF 512.70 FEET TO A POINT;

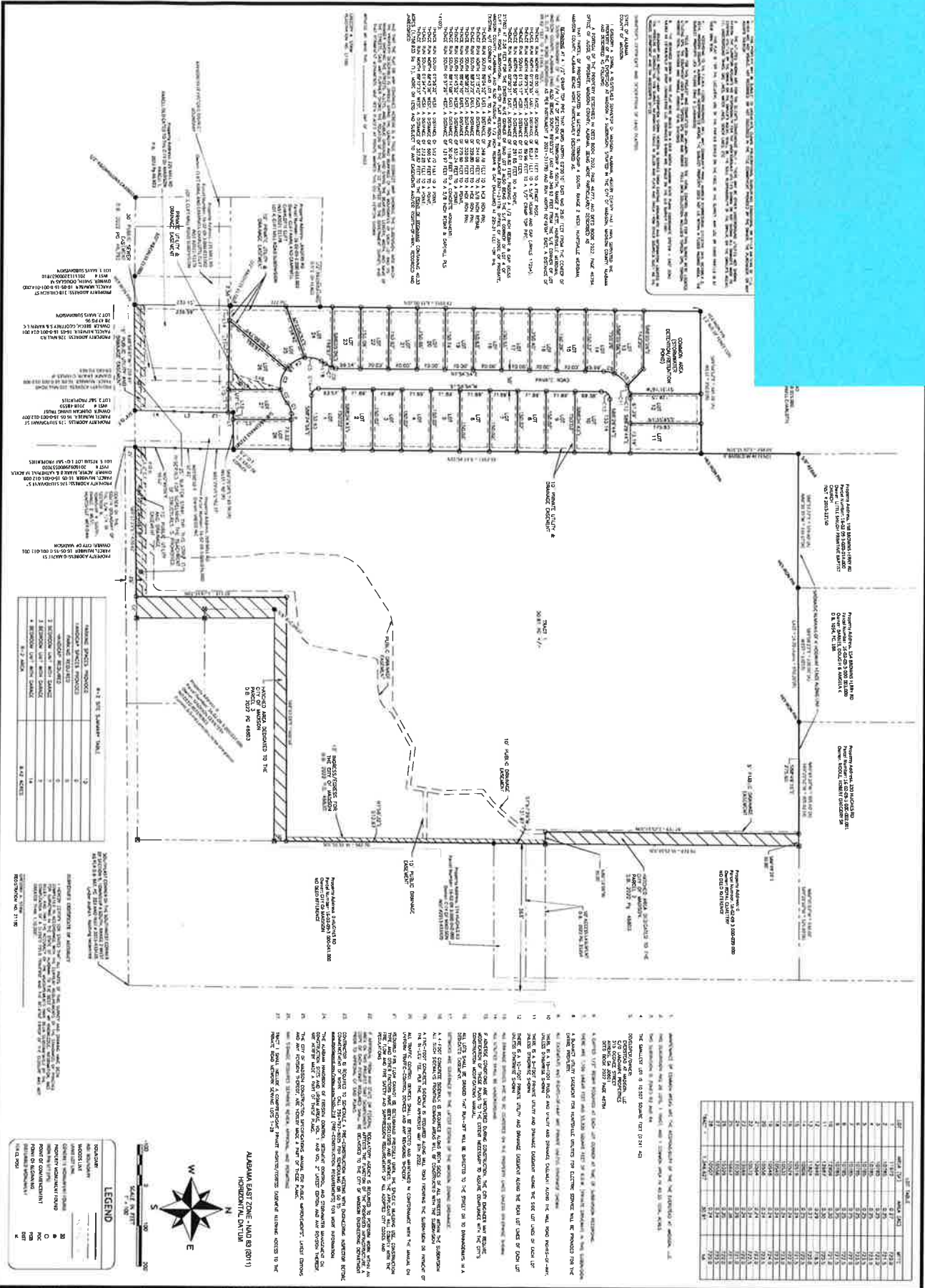
THENCE RUN NORTH 88°43'08" WEST, A DISTANCE OF 600.54 FEET TO A POINT;

THENCE RUN SOUTH 01°34'47" WEST, A DISTANCE OF 373.28 FEET TO A POINT;

THENCE RUN NORTH 89°12'23" WEST, A DISTANCE OF 367.82 FEET TO THE **POINT OF BEGINNING** CONTAINING 40.33 ACRES (1,756,933 Sq. Ft.), MORE OR LESS AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY, RECORDED AND UNRECORDED.

**EXHIBIT "B"**  
**PLAT**  
**(ATTACHED)**

# Attachments



LOT	AREA (SQ. FT.)	AREA (ACRES)
1	1,234.56	0.028
2	1,234.56	0.028
3	1,234.56	0.028
4	1,234.56	0.028
5	1,234.56	0.028
6	1,234.56	0.028
7	1,234.56	0.028
8	1,234.56	0.028
9	1,234.56	0.028
10	1,234.56	0.028
11	1,234.56	0.028
12	1,234.56	0.028
13	1,234.56	0.028
14	1,234.56	0.028
15	1,234.56	0.028
16	1,234.56	0.028
17	1,234.56	0.028
18	1,234.56	0.028
19	1,234.56	0.028
20	1,234.56	0.028
21	1,234.56	0.028
22	1,234.56	0.028
23	1,234.56	0.028
24	1,234.56	0.028
25	1,234.56	0.028
<b>TOTAL</b>	<b>31,000.00</b>	<b>0.714</b>

1. Surveyed by [Name], Registered Professional Surveyor, State of Alabama, No. [Number], on [Date].
2. The boundaries of this plat are established by the intersection of [Description].
3. The area of this plat is [Area] acres, more or less.
4. The plat is subject to the easements shown hereon.
5. The plat is subject to the covenants shown hereon.
6. The plat is subject to the conditions shown hereon.
7. The plat is subject to the restrictions shown hereon.
8. The plat is subject to the provisions shown hereon.
9. The plat is subject to the terms shown hereon.
10. The plat is subject to the provisions shown hereon.
11. The plat is subject to the terms shown hereon.
12. The plat is subject to the provisions shown hereon.
13. The plat is subject to the terms shown hereon.
14. The plat is subject to the provisions shown hereon.
15. The plat is subject to the terms shown hereon.
16. The plat is subject to the provisions shown hereon.
17. The plat is subject to the terms shown hereon.
18. The plat is subject to the provisions shown hereon.
19. The plat is subject to the terms shown hereon.
20. The plat is subject to the provisions shown hereon.
21. The plat is subject to the terms shown hereon.
22. The plat is subject to the provisions shown hereon.
23. The plat is subject to the terms shown hereon.
24. The plat is subject to the provisions shown hereon.
25. The plat is subject to the terms shown hereon.

**LEGEND**

- Easement
- Boundary
- Lot
- Street
- Other

**ALABAMA EAST ZONE - NAD 83 (2011)**  
HORIZONTAL DATUM

**SCALE 1" = 50'**

**LEGEND**

- Easement
- Boundary
- Lot
- Street
- Other

**THE EVERSTEAD AT MADISON**

FINAL PLAT

TOWNSHIP 4S, RANGE 2W, SECTION 09  
CITY OF MADISON, MADISON COUNTY, ALABAMA

**CROY**

608 MADISON STREET, SE  
MADISON, AL 35801  
PHONE 256-377-8555

DATE: 11/19/2023  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 11/19/2023

**C-1**  
SHEET 1 OF 2

**PRELIMINARY**

PROPERTY	OWNER	APPROXIMATE AREA	APPROXIMATE AREA	APPROXIMATE AREA	APPROXIMATE AREA
FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT
FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT
FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT
FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT	FRONT LOT

1:10 1:10  
 1:10 1:10  
 1:10 1:10

Curve #	Length	Radius	Offset	Curve Bearing	Curve Distance
1	13.91	517.15	17.78		28.14
2	65.27	517.15	17.78		35.89
3	64.40	527.52	18.78		33.57
4	97.54	527.52	18.78		42.50
5	144.09	517.25	18.78		41.83
6	44.49	498.24	18.78		18.71
7	10.47	449.52	14.78		10.18
8	10.47	449.52	14.78		10.18
9	189.06	497.59	18.78		43.89
10	34.91	497.59	18.78		20.15
11	89.88	498.24	18.78		22.88
12	34.19	497.59	18.78		11.84
13	12.72	515.27	23.78		23.88
14	12.72	515.27	23.78		24.11

**CERTIFICATE OF APPROVAL, IN THE MATTER OF A PLANNED UNIT DEVELOPMENT**  
 IN THE MATTER OF A PLANNED UNIT DEVELOPMENT OF MADISON COUNTY, ALABAMA, HEREIN APPROVED BY THE BOARD OF PLANNING AND ZONING OF MADISON COUNTY, ALABAMA, THIS 22ND DAY OF MARCH, 2022.

**CERTIFICATE OF APPROVAL, IN THE MATTER OF A PLANNED UNIT DEVELOPMENT**  
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**CROY**  
 603 MADISON STREET, SE  
 HUNTSVILLE, AL 35893  
 PHONE: (256) 893-3125  
 FAX: (256) 893-3126

**THE EVERSTEAD AT MADISON**  
 FINAL PLAT  
 TOWNSHIP 4S, RANGE 2W, SECTION 09  
 CITY OF MADISON, MADISON COUNTY, ALABAMA

**PRELIMINARY**

DATE: 11/15/2021  
 TIME: 10:00 AM  
 PROJECT: 2492.001  
 DRAWING: 2492.001  
 SHEET 2 of 2



**RESOLUTION NO. 2022-313-R****A RESOLUTION AUTHORIZING A CHANGE ORDER  
TO AGREEMENT WITH HOAR CONSTRUCTION, LLC,  
FOR THE MULTI-PURPOSE VENUE AND BALLPARK PROJECT**

**WHEREAS**, the City Council authorized an agreement with Hoar Construction, LLC, (“Contractor”) on September 18, 2018, by Resolution 2018-284-R, for the construction of the City’s Multi-Use Venue and Ballpark project; and

**WHEREAS**, the City Council authorized Resolution 2021-379-R to provide for the City’s contribution to repairs to the ballpark field grading, drainage system, and turf; and

**WHEREAS**, the Director of Development Services has informed the City Council that due to price escalations due, in part to the to delayed start date of the project and changes to field standards, the cost for the field subcontractor to make the necessary repairs to meet specifications for the ballpark will cost an additional fifty thousand, six hundred thirty-one dollars (\$50,631.00) and a five thousand dollar (\$5,000) contingency is recommended to cover further unforeseen costs;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council finds that the pricing, amendments, and justifications set forth by the Director of Development Services establish that the proposed Change Order is appropriate.

**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 to execute any and all documentation necessary to enforce and comply with the terms of the Change Order; and

**BE IT FURTHER RESOLVED** that the original contract between the City and Contractor is hereby amended to authorize the work described in the proposed Change Order, and that all other actions taken prior to the date of this resolution are ratified, and the provisions of the original contract remain unchanged.

**READ, PASSED, AND ADOPTED** this 28 day of November 2022.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2022.

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



### Toyota Field Change Order Request

**Scope:**

Drop elevation of infield grass area ½". Haul spoils off site.

Remove Dura Edge infield mix. Store on site. Laser grade subgrade to drop ½".

Haul spoils off site from subgrade.

Reinstall Dura Edge infield mix on infield, baselines and Homeplate and laser grade.

**Total:**

**\$12,870.00**

**Drainage Repair in Warning Track-**

**Total: \$ 37,761**

**Total Change Order Request:**

**\$50,631**

**City Contingency Request:**

**\$5,000, only to be used with City approval**

**Grand Total: \$55,631**

**ORDINANCE NO. 2022-298**

**AN ORDINANCE ESTABLISHING AN  
ARTS & ENTERTAINMENT DISTRICT IN TOWN MADISON**

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

**Section 1.** A new Article V of the *Code of Ordinances of the City of Madison* is hereby established and adopted into Chapter 4 of the City Code, which is entitled Alcoholic Beverages, as follows:

**Article V. Arts and entertainment district.**

(a) *Definitions.* The following words, terms, phrases, when used in this section, shall have the meanings ascribed to them in this subsection (a), except where the context clearly indicates a different meaning:

*Approved container* means a Kelly green-colored, non-glass container not exceeding a volume of 16 fluid ounces, which is provided to a customer by the seller who is an arts and entertainment district permittee, bearing the name or logo of the district or the name or logo of the arts and entertainment district permittee.

*Arts and entertainment district* or *district* means the district established hereinafter in subsection (b) of this section, as such district may be from time to time amended.

*Arts and entertainment district area* or *area* means public places within the art and entertainment district, except for an excluded public place.

*Arts and entertainment district event* means a Chapter 24 special event that meets each of the following criteria:

- (1) The event is open to the general public and may or may not include an admission fee for entrance into the event.
- (2) The purpose of the event is to promote local arts, culture, or entertainment, through a venue that is consistent with the purpose of the arts and entertainment district.

*Arts and entertainment district permittee* or *permittee* means an on-premise retail city licensee permitted by the city in accordance with subsection (f) of this section.

*Special Event* means a special event governed by Chapter 24, article IV of this Code.

*Excluded public place* means a public place within the arts and entertainment district that is not included within the arts and entertainment district area as follows:

- (1) A public building, facility, garage, or parking lot that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;
- (2) Property privately owned or controlled that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;

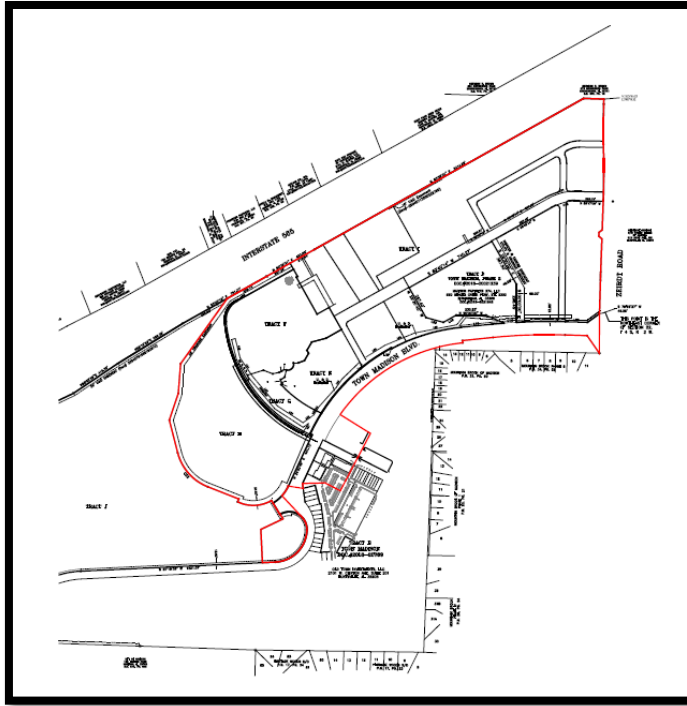
- (3) An area being used for a Special Event that is posted with signage at each entrance or in conspicuous places occupied by the event that no open containers of alcoholic beverages are allowed on the premises;
  - (4) An area being used for a Special Event that is licensed to sell alcoholic beverages or that holds a bottle permit; or
  - (5) The premises of a city licensee.
- (b) *Purpose.*
- (1) *Purpose of section.* The purpose of this section is:
    - a. To establish districts authorized by Code of Ala. 1975, § 28-3A-17.1, within which certain conduct that is otherwise prohibited by this article is permitted, specifically, regulations against possessing an open container and drinking in a public place, regulations against removal of open containers under subsections, regulations against allowing an open container or consumption of alcoholic beverages on the parking area of a city licensee under subsection, and regulations against brown bagging on the premises of another city business licensee under; and
    - b. To establish regulations governing the district.
  - (2) *Purpose of arts and entertainment districts.* In addition to the foregoing, the purpose of establishing an arts and entertainment district is to enhance the public enjoyment of the district and to promote local arts, culture, and entertainment, while, at the same time, protecting existing uses and preserving the unique character of each district.
- (c) *Town Madison Arts and Entertainment District established.*
- (1) Subject to subsections (2) and (3) of this subsection (c), there is hereby established the following named and generally described district, the Town Madison Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, § 28-3A-17.1:

*ALL THAT PART OF THE SOUTH ONE-HALF OF SECTION 15 AND THE NORTH ONE-HALF OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 79 DEGREES 26 MINUTES 27 SECONDS WEST, 46.26 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF ZEIRDT ROAD WITH THE NORTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 21 MINUTES 23 SECONDS WEST AND ALONG THE SAID WEST RIGHT-OF-WAY OF ZEIRDT ROAD, 308.14 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 34 DEGREES 48 MINUTES 45 SECONDS WEST, 166.47 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 88 DEGREES 10 MINUTES 49 SECONDS WEST, 172.98 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 4214.00 FEET, A*

CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 59 MINUTES 52 SECONDS WEST, 561.78 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 84 DEGREES 10 MINUTES 32 SECONDS WEST, 240.33 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 05 DEGREES 49 MINUTES 28 SECONDS EAST, 18.00 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1336.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 38 MINUTES 44 SECONDS WEST, 1109.34 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 57 DEGREES 55 MINUTES 09 SECONDS EAST, 279.13 FEET TO A POINT; THENCE SOUTH 27 DEGREES 48 MINUTES 18 SECONDS WEST, 280.87 FEET TO A POINT; THENCE SOUTH 27 DEGREES 28 MINUTES 05 SECONDS WEST, 225.43 FEET TO A POINT; THENCE NORTH 62 DEGREES 31 MINUTES 55 SECONDS WEST, 134.45 FEET TO A POINT; THENCE SOUTH 88 DEGREES 18 MINUTES 54 SECONDS WEST, 176.06 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 07 DEGREES 44 MINUTES 25 SECONDS EAST, 38.52 FEET TO A POINT; THENCE NORTH 81 DEGREES 05 MINUTES 53 SECONDS WEST, 117.32 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 302.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 29 MINUTES 23 SECONDS WEST, 90.25 FEET TO A POINT; THENCE SOUTH 43 DEGREES 01 MINUTES 16 SECONDS EAST, 231.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 138.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20 DEGREES 45 MINUTES 40 SECONDS EAST, 104.55 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 259.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 24 MINUTES 47 SECONDS WEST, 352.71 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 87 DEGREES 19 MINUTES 39 SECONDS WEST, 101.27 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, NORTH 02 DEGREES 40 MINUTES 21 SECONDS WEST, 260.30 FEET TO A POINT; THENCE NORTH 64 DEGREES 32 MINUTES 55 SECONDS EAST, 191.28 FEET TO A POINT; THENCE NORTH 31 DEGREES 06 MINUTES 57 SECONDS WEST, 42.29 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 406.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 04 MINUTES 35 SECONDS WEST, 2.72 FEET TO A POINT; THENCE NORTH 30 DEGREES 43 MINUTES 53 SECONDS WEST, 104.00 FEET TO A POINT; THENCE NORTH 31 DEGREES 04 MINUTES 12 SECONDS WEST, 23.49 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 41 MINUTES 55 SECONDS WEST, 264.93 FEET TO A POINT; THENCE NORTH 21 DEGREES 27 MINUTES 44 SECONDS EAST, 24.09 FEET TO A POINT; THENCE NORTH 68 DEGREES 32 MINUTES 16 SECONDS WEST, 259.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 390.58 FEET, A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES 25 MINUTES 30 SECONDS WEST, 356.01 FEET TO A POINT; THENCE NORTH 14 DEGREES 18 MINUTES 44 SECONDS



WEST, 262.86 FEET TO A POINT; THENCE NORTH 18 DEGREES 26 MINUTES 08 SECONDS EAST, 220.64 FEET TO A POINT; THENCE NORTH 04 DEGREES 25 MINUTES 46 SECONDS EAST, 232.05 FEET TO A POINT; THENCE NORTH 35 DEGREES 30 MINUTES 39 SECONDS EAST, 627.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 60 DEGREES 40 MINUTES 16 SECONDS EAST, 356.14 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 60 DEGREES 39 MINUTES 32 SECONDS EAST, 2837.62 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 88 DEGREES 13 MINUTES 04 SECONDS EAST, 158.44 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SAID ZEIRDT ROAD; THENCE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 01 DEGREES 27 MINUTES 45 SECONDS WEST, 37.84 FEET TO A POINT OF CURVATURE; THENCE ALONG THE SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9039.37 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 27 MINUTES 47 SECONDS WEST, 315.36 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 00 DEGREES 54 MINUTES 40 SECONDS EAST, 111.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 6425.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 34 MINUTES 38 SECONDS WEST, 333.78 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 02 DEGREES 03 MINUTES 56 SECONDS WEST, 225.99 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 53 DEGREES 24 MINUTES 21 SECONDS WEST, 32.02 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 02 DEGREES 03 MINUTES 56 SECONDS WEST, 30.00 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 49 DEGREES 16 MINUTES 28 SECONDS EAST, 32.02 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 02 DEGREES 03 MINUTES 56 SECONDS WEST, 258.33 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST RIGHT-OF-WAY, SOUTH 01 DEGREES 38 MINUTES 58 SECONDS WEST, 327.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 120.23 ACRES, MORE OR LESS.



- (2) Notwithstanding anything in this section to the contrary, at any time and from time to time, the arts and entertainment districts established in this section may be enlarged, reduced, modified, or eliminated, in whole or part, and the regulations set forth in this section are subject to amendment at any time and from time to time. No vested rights shall be acquired by or be conferred upon any person as a result of the establishment of an arts and entertainment district or permitting under this section.
  - (3) In the event the arts and entertainment district established by this section falls below the number of alcoholic beverage licensees required for the establishment of the district according to Code of Ala. 1975, § 28-3A-17.1, then the city may amend this section to either eliminate the arts and entertainment district or modify the district so as to remain in compliance with Code of Ala. 1975, § 28-3A-17.1, unless applicable state alcoholic beverage control laws allow for continuance of a once-established district regardless of the number of alcoholic beverage licensees remaining.
  - (4) Where this section provides for the opening of a portion of the arts and entertainment district, that portion that is opened shall not have fewer than the required number of alcoholic beverage licensees.
  - (5) Reserved.
- (d) *Opening of the district.*
- (1) *Regular hours of district.* The regular hours of operation for the arts and entertainment district shall be between the hours of 11:00 a.m. and 11:00 p.m. from Monday through Saturday. Each Sunday these hours shall be between 11:00 a.m. and 9:00 p.m.

- (2) *Arts and entertainment district event.*
- a. An event organizer of a Special Event that is an arts and entertainment district event, including an organized event on private property that requires city event services, may request, with the organizer's application for a Special Event permit and on forms provided by the city, that the arts and entertainment district, or a portion thereof specified in the request, be opened during the Special Event.
  - b. The request shall be processed with the application for a Special Event permit and the event organizer, as that term is defined in chapter 24 of this Code, shall be responsible for all costs incurred by the city as a result of the opening of the district during the Special Event, including safety, traffic and crowd control; clean-up costs; and the use of city equipment. City services necessitated by the conduct of the Special Event independent of the opening of the arts and entertainment district shall be governed by chapter 24 of this Code.
  - c. The event organizer that requests that only a portion of the district be opened shall be responsible for the costs associated with delineating the partial opening of the district. A partial opening of the district and the manner of delineating the opening shall be subject to the approval of the event administrator.
  - d. The Mayor or his or her designee shall have the authority to determine whether the proposed event meets the definition of an arts and entertainments district event, based on recommendations that he or she may elect to obtain from the city's planning division, and to approve, approve with conditions, or disapprove the opening of all or a portion of the district during the special event based on the grounds for denying a special event permit or other public health, safety, or general welfare concerns. No appeal or other right of review shall be available to an event organizer who has had its request to open the district denied.
- (3) *City-sponsored opening of the district.* At any time and from time to time, the city, through the mayor or his or her designee, may elect to sponsor the opening of all or a portion of the arts and entertainment district.
- (e) *Conduct in the entertainment district.*
- (1) The regulations of subsection Section 4-5 of this article, concerning the possession of an open container or drinking an alcoholic beverage in a public place, shall not apply in the case of the possession or consumption of alcoholic beverages in an approved container within the confines of the arts and entertainment district area during the hours of operation of the arts and entertainment district. Otherwise, the regulations of Section 4-5 shall apply.
  - (2) It shall be unlawful for any person to re-use or to knowingly allow the re-use of an approved container for an alcoholic beverage and nothing in this section shall be construed to authorize the same.
  - (3) It shall be unlawful for a person to take more than two approved containers with alcoholic beverages from a licensed premise at one time.
  - (4) Nothing in this section shall be construed to authorize any person to violate the state's open container law found at Code of Ala. 1975, § 32-5A-330.
  - (5) Nothing in this section shall be construed to authorize any person to violate the state and city's laws against under-age drinking;

(f) *Permitting.*

- (1) *Qualifications.* In order to qualify for an arts and entertainment district permit, an applicant shall meet each of the following:
  - a. The applicant shall be a city licensee that is authorized by the city to sell alcoholic beverages at retail for on-premises consumption; and
  - b. No adverse criminal, quasi-criminal, or administrative action shall be pending or shall have been taken in the immediately preceding 12-month period against the city licensee or its owner related to the retail license or the operation of the city licensed premises.
- (2) *Application process; permit duration.* A city licensee that meets the qualification of subsection (1) above may apply with the city clerk's office to become an arts and entertainment district permittee by filling out a form provided by the city. The city clerk-treasurer may deny a permit if the applicant does not meet the qualifications stated in subsection (1) above. The applicant may appeal the denial of the application for a permit to the liquor license review committee by filing a written notice of appeal with the city clerk-treasurer within 15 days after the denial. A permit shall be valid for a license year. Any licensee wishing to renew a permit within the District must file a new application at least 30 days prior to the expiration of the permit. Upon expiration of the permit, and irrespective of whether a renewal application is pending with the City, no former licensee shall be allowed to issue approve containers until such time a new permit is issued.
- (3) *Action against permit.* A permit may be revoked, suspended, or not renewed by the city clerk-treasurer if the permittee or applicant for renewal no longer meets the qualifications stated in subsection (1) above. The permittee or applicant for renewal may appeal the adverse decision of the city clerk-treasurer to the Council by filing a written notice of appeal with the city clerk-treasurer within 15 days after the adverse action.

(g) *Security.*

- (1) *Temporary closure of district.* At any time and from time to time, the chief of police shall have the authority to temporarily close the arts and entertainment district, or portions of the district, which includes the authority to require persons to disperse from the area, should he, in his sole discretion, determine it is appropriate to do so in order to protect the public health, safety, or general welfare. The arts and entertainment district shall remain closed until the chief of police allows the district to be re-opened. The city shall not be responsible for any costs incurred by any person as a result of the closing and the city shall still be entitled to a reimbursement for city services provided in connection with the opening of the district for an arts and entertainment district event.
- (2) *Number of permits.* The chief of police shall have the authority at any time and from time to time to limit the number of arts and entertainment district permits issued in a given license year should he, in his discretion, determine that it is in the interest of public, health, safety, or general welfare to do so. In such event, permits shall be issued on a first come, first serve basis based on the time a completed application is submitted to the office of the city clerk-treasurer. If there is a question as to first in time, the city clerk-treasurer is authorized to conduct a random drawing to decide the issue.

**Section 2.** If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

**Section 3.** No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

**Section 4.** That this ordinance shall become effective thirty (30) days upon its adoption and proper publication as required by law.

**READ, PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*Greg Shaw, Council President  
City of Madison, Alabama*

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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