



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
April 08, 2024

AGENDA NO.2024-07-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Minister Andrew Itson of Madison Church of Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-06-RG, dated March 25, 2024

B. Minutes No. 2024-03-WS, dated March 27, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Designating the Month of April, 2024 as Fair Housing Month in the City of Madison, AL. Proclamation to be presented to HAAR (Huntsville Area Association of Realtors)

B. Proclamation by Mayor Finley designating the month of April, 2024 as National Volunteer Month in the City of Madison, AL. Proclamation to be presented to Madison Visionary Partners.

C. Madison Visionary Awards Finalists and Winners Recognized by Madison Visionary Partners Executive Director Melanie Thornton

D. Library Operations update by Madison Friends of the Library

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. Resolution No. 2024-104-R:** Acceptance of 1st party deductible recovered for Alabama Municipal Insurance Corporation Claim No. 059436AK for incident which occurred on March 3, 2023 (\$500.00 to be deposited into General Operating account)
- C. Resolution No. 2024-106-R:** Authorizing a contract with Rice Advisory, LLC for fiscal and financial advisory services.
- D. Authorize the Engineering Department to solicit quotes for Project 24-015 | rewiring traffic signal for Wall Triana and I-565 eastbound off ramp
- E.** Authorization of final payment to S&ME for Project 18-022 | Widening Hughes Road from Plaza Boulevard to Millsford Drive - Invoice 1207608 (\$7,613.35 to be paid from Bond 2018-C GO Warrant)
- F. Acceptance of Ambulance (VIN 1FDXE4FS2JDC23212) from Huntsville Hospital Health System Emergency Medical Services
- G. Acceptance of a donation from M.C. Flurer in the amount of \$25.00.
- H.** Acceptance of a donation from Madison County Commissioner, District 2 - Steve Haraway in the amount of \$500,000.00 for the Community Center Renovations.

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment to Board of Education, Place 1

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2024-102-R:** Request for an On-Premises Beer and Wine License from ZHOU INC., doing business as Banana Leaves, for their location at 9035 Madison Boulevard, Madison, AL 35758

13. DEPARTMENT REPORTS

FACILITIES AND GROUNDS

- A. **Resolution No. 2024-095-R:** Authorizing a Professional Services Agreement with Taylor Properties for marketing services for the sale of 4182 Sullivan Street property

FIRE & RESCUE

- A. **Resolution No. 2024-080-R:** Authorizing an MOU with HH Health Emergency Medical Services for EMS and Paramedic Services

LEGAL

- A. **Resolution No. 2024-101-R:** Amending Resolution No. 2023-374-R to confirm that payments for professional architect services associated with the design/management of construction of the Public Safety Annex continue to be allocated from ARPA funds

POLICE

- A. **Resolution No. 2024-065-R:** Authorizing a change order to an agreement with Motorola Solutions to include yearly training for Flex Records Management software
- B. **Resolution No. 2024-096-R:** Authorizing the renewal of an agreement with Import Wrecker for towing services
- C. **Resolution No. 2024-099-R:** Authorizing the lease-purchase of 60 Panasonic Toughbooks through TIPS Cooperative Purchasing Agreement (Contract No. 230105) (\$342,299.01 total amount to be leased. To be paid from Police Department budget)

PUBLIC WORKS

- A. **Resolution No. 2024-103-R:** Award of Bid No. 2024-004-ITB, Asphalt Paving, to Rogers Group, Inc. for the unit pricing set forth in the Bidder Pricing Sheet.

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-06-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
March 25, 2024**

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

The Madison City Council met in regular session on Monday, March 25, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Cody Edger from Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Finance Director Roger Bellomy, Director of Human Resources Megan Zingarelli, Detective Stacy Thomas

Public Attendance registered: Margi Daly, James Vanderwier, Alice Lessmann, Essence Nesbit, Patience Nesbit, Vicki Morris, Amber James, Ashley Engles Ross, Brian Goodwin, Jennifer Coe

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-05-RG DATED MARCH 11, 2024

Council Member Shaw moved to approve Minutes No. 2024-05-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

Presentation of Proclamation to Ashley Engles-Ross by Mayor Finley designating March 30, 2024 as Women Owned Business Day in the City of Madison, Alabama

Mayor Finley presented the proclamation. He stated that Alabama ranks 15th in women owned business in the nation, with a growth rate of 42%. The City of Madison has 1,399 women owned firms. Chair Vicki Morris spoke and expressed her thanks for having the honor of their group receiving the proclamation.

Ballcorps, LLC; Annual Trash Pandas Revenue Update

Garrett Fahrman from Ballcorps LLC presented a slideshow reviewing what the ballpark offered this past year.

- There were over 150 days of non-baseball events this year, including the fair, Christmas light show, local baseball games etc.
- In just their second year, the Trash Pandas Foundation has been able to donate over \$50,000 to North Alabama Non-Profits.
- Led Southern League in Attendance
- Hughes Rd. retail location
- Ballcorps payment to the City \$1,473,414
- A payment in the amount of \$596,944.23 will be sent this week to The City

PUBLIC COMMENTS

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

JOYA HOLMAN

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

- Supports the EAP regarding mental health

JENNIFER COE (DISTRICT 5) ASHLEY ESTATES

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

- Resolution No. 2024-091-R
- Resolution No. 2024-094-R

MARGI DALY (DISTRICT 6)

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

- Res. No. 2024-091-R
- Public Records Requests
- Insurance claim
- Meter on Intergraph
- Non-profits

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,298,361.48
ADEM Storm Drainage	\$67,524.04
Gasoline Tax & Petroleum Inspection fees	\$11,337.05
Library Building Fund	\$4,039.83

Regular and periodic bills to be paid

Resolution No. 2024-059-R:

Authorizing an agreement with Intergraph Improvement Properties, LLC for division of utilities bill for the Public Safety Annex

Resolution No. 2024-089-R: Providing for the disposition of personal property of negligible value (56 Cisco IP Phones) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of

Resolution No. 2024-097-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation on Claim No. 061299 for wind damage due to severe thunderstorm to four backstops at the WestCo softball complex at Palmer Park which occurred on December 9, 2023 (\$124,345.50, minus \$1,000 deductible)

Acceptance of donation of chairs and a rack for use at the Wellness Center Gym located at 190 Graphics Drive (estimated value of \$4,900. Donor would like to remain anonymous)

Acceptance of donation from L. Tucker (\$30 to be deposited into Senior Center Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

No new business

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

No new business

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- April 22nd there will be a vote on the mid-year budget

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

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

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- The City Council will be conducting Board of Education interviews on Wednesday, March 27th at 5:30pm. That will be the first official Work Session for the month of March.
- There will be another Work Session/Special Call Meeting on Tuesday, April 2nd at 5pm and it will be streamed

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Madison Police and Citizen Advisory Committee will be meeting on March 26, 2024 at St. Matthews Episcopal Church
- Madison Visionary Partners will be having their 2nd Annual Community Volunteer Awards Breakfast on March 28th at 8am at Toyota Field
- Beautification Board is doing their Spring Clean Up for the first time on Saturday, April 13th on Landers Drive from 9-11am. Check social media for more information
- Thanked the Police Department for their presence at the Dublin Park gate
- Thanked the Fire Department for a full day of demonstrations and training information

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

No new business

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a

card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

No Public Hearings

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2024-006-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HUNTSVILLE AND MADISON COUNTY FOR JOINT FUNDING IN SLAUGHTER ROAD INTERSECTION IMPROVEMENTS PROJECT (CITY WOULD REIMBURSE COUNTY 1/3 OF INCURRED DESIGN COSTS AND PERIODICALLY REIMBURSE THE COUNTY 1/3 OF THE \$4,564,242.19 ESTIMATED CONSTRUCTION COST OF THE PROJECT. TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)

Director of Engineering Michael Johnson detailed that there will be two sites, one at Eastview and Slaughter Road and they will be extending the Northbound left turn lane and will be adding a Southbound right turn lane. Site two is near Roy Drive and Castle Drive. They will be adding a Southbound right turn lane onto Roy Drive and adding center turn lanes including a left lane Southbound onto Castle Drive. Council President thanked Commissioner Haraway and Council Member Meredith in Huntsville for working with us on this project

Council Member Shaw moved to approve Resolution No. 2024-006-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-079-R: AUTHORIZING AMENDMENT NO. 1 WITH KIMLEY-HORN AND ASSOCIATES, INC. ON PROJECT 22-038 | BURGREN AND HARDIMAN INTERSECTION SIGNAL TO PREPARE TWO (2) LEGAL DESCRIPTIONS AND DEEDS FOR THE REQUIRED RIGHT-OF-WAY (IN AMOUNT NOT TO EXCEED \$2,500. TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-079-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-098-R: AUTHORIZATION TO PROCURE TRACT NO. 8 FOR THE SEGERS ROAD & MAECILLE DRIVE IMPROVEMENT PROJECT (EDWARD LEE MOORE) (\$4,020.51 TO BE PAID FROM THE ENGINEERING BUDGET)

Council Member Powell moved to approve Resolution No. 2024-098-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2024-091-R: AUTHORIZING EMPLOYEE ASSISTANCE PLAN AGREEMENT WITH BEHAVIORAL HEALTH SYSTEMS (ESTIMATED \$10,000 PER YEAR FOR THREE-YEAR TERM)

Director of Human Resources Megan Zingarelli explained the purpose of the EAP Program is to provide a broader range of support all City Employees and some specialized support for Police Officers and Firefighters given the stress that they face every day. Council Member Powell asked that later down the road they revisit the topic to include retired First Responders to be able to receive this benefit as well.

Council Member Wroblewski moved to approve Resolution No. 2024-091-R Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-092-R: AUTHORIZING PROFESSIONAL CONTRACTOR SERVICES AGREEMENT WITH STACY THOMAS FOR FIRST RESPONDER WELLNESS SUPPORT (\$38,000 FOR ONE-YEAR TERM)

Director of Human Resources Megan Zingarelli explained the services Detective Stacy Thomas can provide for The City regarding first responder support given her experience as a Critical Incident Team Member at the Memphis Police Department. She also ran the Community Mental Health Officer Program here at The City of Madison.

Council Member Wroblewski moved to approve Resolution No. 2024-092-R Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2024-094-R: AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH HUNTSVILLE UTILITIES FOR STREETLIGHT MAINTENANCE

City Attorney Brian Kilgore explained this amendment is primarily to reflect the increase in Huntsville Utilities’ staff wages due to their annual COLA.

Council Member Shaw moved to approve Resolution No. 2024-094-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Mayor Finley spoke and explained there was a billing situation with The City of Athens that occurred. He called their Mayor to speak with him about it and within four days we received a check from them. Mayor Finley pointed out that he really appreciated their help with taking care of it so timely.

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 6:46 p.m.

Minutes No. 2024-06-RG, dated March 25th, 2024, read, approved and adopted this 8th day of April 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary



**MINUTES NO. 2024-03-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
March 27, 2024**

The Madison City Council met for a public work session on Wednesday, March 27, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the interviews began promptly at 5:30 p.m. by Council President Ranae Bartlett.

The following Council Members were in attendance:

Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Arrived 6:45 p.m.
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Administrative Assistant Myranda Staples, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott

The published purpose of the work session was to interview candidates for appointment to Place 5 of the Madison Board of Education. The Council interviewed the following individuals:

- Tommy Overcash
- Dr. Flo Behn
- Katiya McKinney
- Laura Harper
- Grant Carodine

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 8:31 p.m.

Minutes No. 2024-03-WS, dated March 27th, 2024, read, approved, and adopted this 8th day of April 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

**PROCLAMATION
FAIR HOUSING MONTH**

WHEREAS, April 11, 2024, marks the 56th anniversary of the passage of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, sex, familial status, handicap and national origin, and encourages fair housing opportunities for all; and

WHEREAS, The Huntsville Area Association of REALTORS®, is committed to highlighting the Fair Housing Act by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure everyone of their right to fair housing; and

WHEREAS, the City of Madison, has adopted the Fair Housing Act Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in housing on the basis of race, color, religion, sex, familial status, handicap and national origin; and

WHEREAS, fair housing is a positive community good; and economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, Fair Housing is integral to the ethical commitment of members of the National Association of REALTORS® and the Huntsville Area Association of REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers and communities; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW, THEREFORE,

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

**APRIL 2024
As
FAIR HOUSING MONTH**

to establish Madison as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Madison.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 8th day of April, 2024.

Paul Finley, Mayor



PROCLAMATION
NATIONAL VOLUNTEER MONTH

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during this month, all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

WHEREAS, our country's volunteer and national service member force of more than 63 million is a great treasure; and

WHEREAS, April is a month for volunteers, with the occurrences of National Service Recognition Day, Earth Day, and National Volunteer Month; and

WHEREAS, volunteers are vital to our future as a caring and productive nation

NOW, THEREFORE,

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

April 2024

as

NATIONAL VOLUNTEER MONTH

in the City of Madison, Alabama and encourage residents to volunteer. By volunteering and recognizing those who serve, we can come together to make a difference.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 8th day of April, 2024.

Paul Finley, Mayor



RESOLUTION NO. 2024-104-R

**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 059436 FOR
MADISON POLICE DEPARTMENT COLLISION DAMAGE**

WHEREAS, on March 3, 2023, which loss of the best knowledge and belief of insured was A COLLISION caused by an insured driver.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a recovery of the deductible for claim #059436AK. The amount of the insurance deductible recovery payment to the City of Madison in the amount of \$500.00.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the recovery of deductible that was recovered for claim number #059436AK from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 8th day of April 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024


Paul Finley, Mayor
City of Madison, Alabama



ALABAMA MUNICIPAL INSURANCE CORPORATION

110 NORTH RIPLEY STREET • MONTGOMERY, AL 36104
PHONE: 334-386-3863 • FAX: 334-386-3873 • TOLL FREE: 1-866-239-AMIC (2642)
WWW.AMICENTRAL.ORG

MEMORANDUM

DATE: March 19, 2024
TO: City of Madison
FROM: Kelly Jackson 
Accountant
RE: Recovery of Deductible

Enclosed is check #89388 for \$500.00 representing the deductible that was recovered for claim #059436. If you have any questions, please contact us.

ALABAMA MUNICIPAL INSURANCE CORP.

Montgomery, AL 36104

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Recover 1st Party Ded.				\$0.00	\$500.00

Claim Number: 059436 Claimant: City of Madison Payee: City of Madison, ETAL
Check Number: 89388 Total Check Amt: \$500.00 Event Date: 3/3/2023 Department: MAD City of Madison, ETAL
Adjuster Name: Addison King Adjuster Phone #: (334)386-4240 Control Number: 0169212
Payee Tax ID:

Mail To Address : City of Madison, ETAL
100 Hughes Road
Madison, AL 35758

REMITTANCE STATEMENT- PLEASE DETACH BEFORE DEPOSITING

RESOLUTION NO. 2024-106-R**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RICE ADVISORY, LLC FOR FISCAL AND FINANCIAL SERVICES**

WHEREAS, the City of Madison issued a Request for Proposal for Independent Municipal Financial Advisory Services on January 15, 2021, in order to select a firm to review and provide advice regarding financing methods and terms, economic development incentive packages, and refinancing opportunities, among other services; and

WHEREAS on March 8th, 2021 pursuant to Resolution No. 2021-079, the City Council of the City of Madison, Alabama authorized, and the Mayor thereafter executed, a three (3) year agreement with Rice Advisory, LLC pursuant to the Request for Proposal to provide fiscal and financial services to the City; and

WHEREAS, the Director of Finance, Roger Bellomy, has requested that this contract with Rice Advisory, LLC be renewed for an additional three (3) years so that this firm may continue to provide the City of Madison with professional financial advisory services; and

WHEREAS, Alabama Code Section 41-16-51(a)(5) provides that "contracts for fiscal or financial advice or services" are expressly exempt from the Alabama Competitive Bid Law.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Rice Advisory, LLC, for municipal financial advisory services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of April 2024.

Resolution 2024- 106-R Page 1 of 2

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Rice Advisory, LLC**, located at 250 Commerce Street, 3rd Floor, Suite 2; Montgomery, Alabama 36104, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for municipal financial advisory services; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Municipal financial advisory services, said services to be administered according to Consultant's proposed Fee Schedule ("Attachment A") which are attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

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

SECTION 3: INDEMNIFICATION & INSURANCE

- A. **Indemnification:** Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and

expenses resulting from negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

B. **Insurance:** Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; and one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request.

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

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall remain in effect for one (1) year from the effective date, unless either party terminates early pursuant to Section 5 of this agreement. This Agreement shall be subject to two (2) additional renewal periods of one (1) year each, and it shall renew automatically unless either party gives notice of termination pursuant to Section 5 of this Agreement.

SECTION 5: TERMINATION

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

and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ARBITRATION

Any dispute arising out of or with respect to this Agreement or any alleged breach hereof (which dispute is not resolved by negotiation between the parties within thirty days after written demand therefor is made by either party), shall, upon notice by either party to the other, be submitted to arbitration, by a single arbitrator, in Alabama, under rules of the American Arbitration Association. The parties shall share equally the costs of the arbitrator, and each party shall bear its own costs. The award of the arbitrator shall be final, binding on the parties, and non-appealable, and may be entered in any court of competent jurisdiction to enforce it.

SECTION 10: ENTIRE AGREEMENT: WAIVER

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

SECTION 11: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Rushton Rice
Rice Advisory LLC
250 Commerce Street
3rd Floor, Suite 2
Montgomery, AL 36104*

SECTION 12: GOVERNING LAW

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

SECTION 13: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**Rice Advisory, LLC
Consultant**

By: _____
Rushton Rice

Its: President

Date: _____

STATE OF ALABAMA §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rushton Rice, whose name as President of Rice Advisory, LLC, is signed to the foregoing instrument and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of April 2024.

Notary Public

RiceAdvisory

7) Fees

The following is the fee schedule proposed by RiceAdvisory. All fees are negotiable.

a) Per-transaction fee. With respect to the issuance of each series of bonds, notes or other debt of the City or its agencies in excess of \$1 million in par amount, the fees to RiceAdvisory will be determined on a cost per \$1,000.00 basis, with no fee payable until and unless a transaction is closed, as shown below:

- i) For amounts up to \$10 million: \$2.00 per \$1,000.00 with a minimum fee of \$20,000;
- ii) For amounts over \$10 million up to \$20 million: \$1.90 per \$1,000.00 for the amount above \$10 million, plus amount due pursuant to (i) above;
- iii) For amounts over \$20 million up to \$30 million: \$1.80 per \$1,000.00 for the amount above \$20 million, plus amount due pursuant to (i) and (ii) above;
- iv) For amounts over \$30 million: \$1.70 per \$1,000.00 for the amount above \$30 million, plus amount due pursuant to (i), (ii) and (iii) above, provided, however, that in no case shall RiceAdvisory's total per-transaction fee exceed \$90,000 for any transaction.

b) Hourly fee. There will be no additional charge, hourly or otherwise, for work completed in connection with a specific financing transaction of the City as described in paragraph (a) above. If directed by the City, fees for general financial advisory services not connected to a specific financing transaction (for example, a periodic rating agency review) will be billed in arrears at the rate of \$150.00 per hour upon completion of such work to the City's satisfaction. Such hourly fees will be payable only for work performed by Rice and/or Williams.

c) Expenses. No reimbursement will be expected for normal operating expenses, travel to meetings in the City or general office overhead including telephone, regular postage, and related items.

d) Per-transaction expenses. Expenses directly attributable to a specific transaction will be reimbursed at cost. In no event will the total cost of reimbursable expenses for any single transaction exceed \$2,500 for such transaction unless approved in advance by the City.

e) Other expenses. Other costs of any transaction, for example: bond counsel fees, disclosure counsel fees, rating agency fees, regulatory fees, printing, and other related costs are considered outside of the definition of reimbursable expenses as contemplated above. However, RiceAdvisory will be involved in minimizing these costs, where and when appropriate, on behalf of the City.

City Exhibit

A

RECEIVED

NOV 16 2023

CITY OF MADISON
ENGINEERING DEPARTMENT



INVOICE

City of Madison
100 Hughes Road
Madison, AL. 35758

Invoice # : 1207608
Invoice Date : 11/15/2023
Project : 518220003
Project Name : Hughes Road CA & RPR Services
Terms : Due Upon Receipt
(Unless otherwise stated below)
Client Code : 103836

Attention: Michelle Dunson
michelle.dunson@madison:

FOR PROFESSIONAL SERVICES RENDERED

Phase : 2 -- RPR Services \$7,613.35

Amount Due This Invoice : \$7,613.35

S&ME, Inc.

If you have questions regarding this invoice please contact us @ 256-837-8882.

• Final Payment

E. Michelle Dunson
4/3/24

Statement

Previously Billed	\$34,738.86	Billed To Date	\$42,352.21
Total This Invoice	\$7,613.35	Paid To Date	\$34,738.86
Billed To Date	\$42,352.21	Total Balance Due	\$7,613.35

ACH/EFT Payment Information:

Beneficiary Name: S&ME, Inc.
Beneficiary Bank Name: Bank of America, NA
Bank ABA Routing Number: 053000196
Bank Account Number: 000040011504

Mail Check to:

S&ME, Inc.
PO Box 277523
Atlanta, GA 30384-7523 USA

Federal ID# 56-0791580



PROJECT : 51822003 -- Hughes Road CA & RPR Services

Invoice # : 1207608

PHASE 2 -- RPR Services

TASK **** -- Default Task

Subconsultant

SUBCONTRACT FEES

TTL, INC.

Cost

Multiplier

Amount

\$6,620.30

1.15

\$7,613.35

TASK **** -- Default Task TOTAL : \$7,613.35

PHASE 2 -- RPR Services TOTAL : \$7,613.35

Total This Invoice : \$7,613.35

ACH/EFT Payment Information:

Beneficiary Name: S&ME, Inc.
Beneficiary Bank Name: Bank of America, NA
Bank ABA Routing Number: 053000196
Bank Account Number: 000040011504

Mail Check to:
S&ME, Inc.
PO Box 277523
Atlanta, GA 30384-7523 USA

Federal ID# 56-0791580

**MADISON COUNTY COMMISSION****Steve Haraway**Commissioner
District Two

April 4, 2024

City of Madison
100 Hughes Road
Madison, Alabama 35758

Mayor Finley,

Enclosed herewith please find Madison County Commission check number 89345 dated March 28, 2024, in the amount of \$500,000.00 payable to the City of Madison. This one-time appropriation from the District 2 park fund budget is to be used exclusively towards the construction/remodeling cost for Three Springs Community Center located at 1329 Brownsferry Road.

Please note, the donation must be deposited into the city's public account, and is to be spent following all state purchasing bid laws.

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Steve Haraway". The signature is fluid and cursive, with a long, sweeping tail on the "y".

Steve Haraway
Commissioner
Madison County Commission, District 2

Enclosure

RESOLUTION NO. 2024-102-R

A RESOLUTION APPROVING AN ON-PREMISES BEER AND WINE LICENSE FOR ZHOU INC.(D/B/A BANANA LEAVES)

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing an on-premises beer and wine license to **ZHOU INC.** doing business as **BANANA LEAVES** which has applied for said license for its location at 9035 Madison Boulevard; and

WHEREAS, the Deputy Revenue Director has received written approval for the application of **BANANA LEAVES** 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 on-premises beer and wine license to **BANANA LEAVES** for its 9035 Madison Boulevard location and that the Deputy 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 Deputy Revenue Director is authorized to issue a City on premises beer and wine license to **ZHOU INC.** doing business as **BANANA LEAVES**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of April 2024

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5628
WWW.MADISONAL.GOV

Date: March 19, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: ZHOU INC.
DBA: Banana Leaves
On-Premises Beer and Wine License

Please find attached a copy of the checklist for ZHOU INC., doing business as Banana Leaves regarding their application for an On-Premises Beer and Wine License for their location at 9035 Madison Boulevard Madison, AL 35758.

The reason that this business is applying for an On-Premises Beer and Wine License at this time is that this is a new business in Madison.

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

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: BIN ZHOU

Business Name: BANANA LEAVES

Business Location: 9035 MADISON BOULEVARD

Mailing Address: 9035 MADISON BOULEVARD

Phone: (202) 290-9227

APPLICATION FEE:

Date Paid: 3/8/2024 Amount: \$ 100.00 Receipt #: 3328

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: 3/11/2024

Background Check: Approved Disapproved

Check Completed By: Becky Kempf Title ID secretary

Date Completed: 3-12-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 3/11/2024

Inspection: Approved Disapproved

Inspection Completed By: Ken Bechtelmeier Title Inspector

Date Completed: 3/12/2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 3/11/2023

Inspection: Approved Disapproved

Inspection Completed By: Ken Howard Title Inspector

Date Completed: 03/11/24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 3/11/2024

Date Placed: 3/11/2024 Newspaper: 3/20/2024

Publication Fee Paid: \$184.00

Date Paid: 3/8/2024 Receipt #: 3328

Date of Public Hearing: 4/8/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

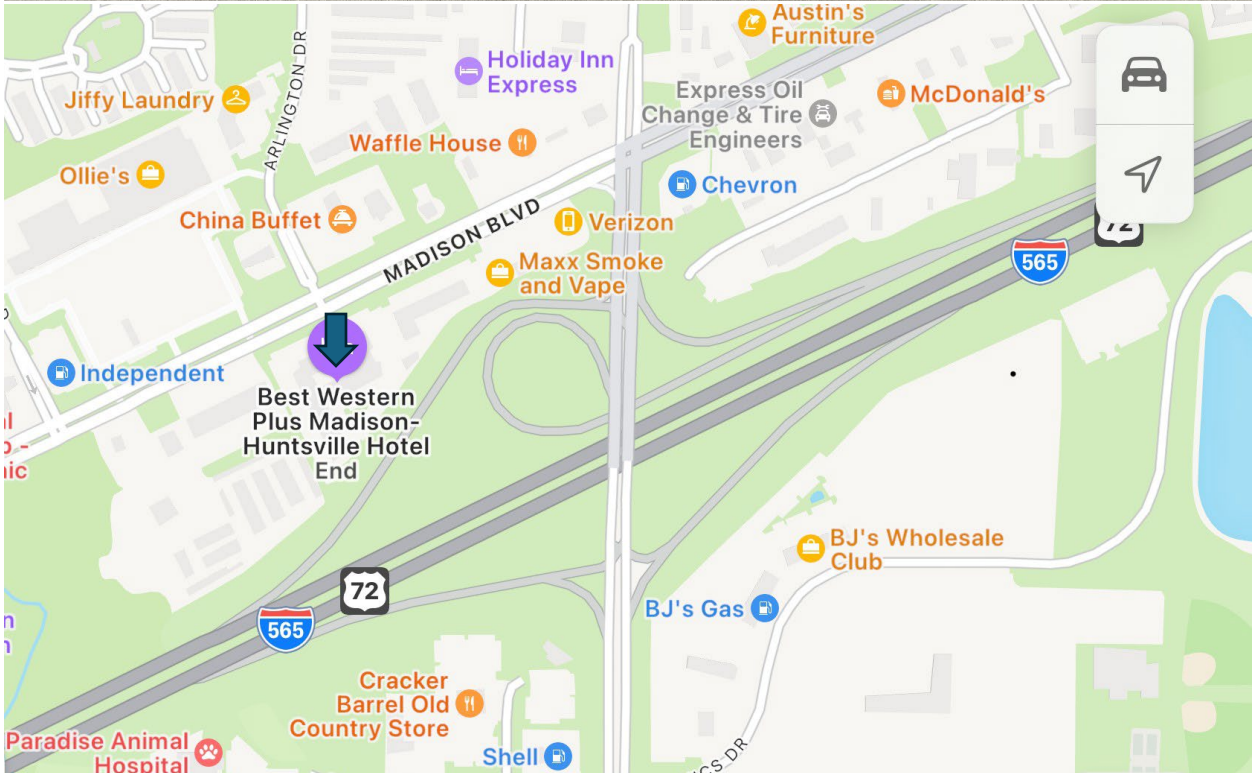
Mailed to Applicant: 3/12/24

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-095-R**A RESOLUTION AUTHORIZING MAYOR TO ACCEPT PROPOSAL
FROM TAYLOR PROPERTIES FOR REAL ESTATE MARKETING SERVICES
FOR 4182 SULLIVAN STREET PROPERTY**

WHEREAS, pursuant to Ordinance No. 2024-049 passed by the City Council of the City of Madison, Alabama declared property located at 4182 Sullivan Street (herein “the Property”) no longer needed for public purposes and authorized the Mayor to solicit offers for the Property; and

WHEREAS, the Mayor recommends that the City engage an experienced real estate agent to market the property and solicit offers on behalf of the City; and

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 proposal from Dustin Taylor of Taylor Properties for real estate services to market the sale of the Property, according to the terms of the attached “Project Marketing Plan,” which is attached to this resolution, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, upon Taylor’s presentation of a purchase offer and terms of sale of the Property acceptable to the City Council, the City Council will disclose and consider the terms of the sale in a subsequent meeting and formally authorize the disposition of the property; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the marketing proposal preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Taylor Properties for marketing services listed in the attached proposal.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of April 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

BROKER (listing company): TAYLOR PROPERTIES ALABAMA, LLC

ADDRESS OF COMPANY: 201 B JAMES K TAYLOR LANE, MERIDIANVILLE, AL 35759

OWNER / SELLER: CITY OF MADISON

ADDRESS OF OWNER / SELLER: 100 HUGHES RD, MADISON AL 35758

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CITY OF MADISON** as seller (hereinafter referred to as "Seller") and **TAYLOR PROPERTIES ALABAMA, LLC** firm and its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Commercial Exclusive Right to Sell Listing Agreement ("Agreement"), this **22nd** day of **March, 2024**.

1. **Exclusive Listing Agreement.** Seller hereby grants to Firm the exclusive right and privilege as the Agent of the Seller to show and offer for sale the following described property as the real estate broker for Seller: All that 1.49 acres tract of land known as: 4182 Sullivan St, Madison, Alabama, 35758, as recorded in Madison County Probate Office, PPIN# 127863, and/or parcel number 16-04-17-1-003-001.000 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Probate Office of the county in which the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on March 25, 2024 and shall continue through March 24, 2025 (hereinafter referred to as "Listing Period"). If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.
2. **Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready, willing, and able to purchase Property at a sales price of \$355,000.00 (including commission) or any other price acceptable to Seller; and (b) assist to the extent requested by Seller in negotiating the terms the real estate purchase and sale agreement.
3. **Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers, including directing all other agents to the Firm; (c) will make the Property available for showing at reasonable times as requested by Firm; and (d) will provide Firm with accurate information regarding the Property. Seller will have the additional responsibility to provide Firm with the following documents if they are accessible to Seller:
 - a. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced therein as title exceptions;
 - b. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not available, the most recent survey of the Property prepared by a licensed Alabama surveyor;
 - c. All soil reports covering any of the Property;
 - d. All existing leases and subleases (including concession and license agreements for use of space within the Property) and any amendments and letter agreements relating thereto, together with all correspondence to and from tenants, and a written summary of any leases

currently in negotiation, specifying the tenant, premises to be leased, rents, and term and outlining all other material deal points;

- e. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports;
- f. A schedule of special assessment districts and assessment amounts, if any;
- g. A schedule of impact fees paid or owing on the Property, if any;
- h. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of the Property;

4. **Marketing.**

Firm may advertise the Property for sale in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Firm's marketing efforts. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Firm. Firm is also hereby authorized to place Firm's "For Sale" sign on the Property. Firm is authorized to procure buyers to purchase the Property in cooperation with other real estate brokers and their affiliated licensees. Firm is hereby granted the authority to advertise this listing on the Internet. Firm is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Firm is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors[®], or similar listing services and those who lawfully receive listing information from said entities. Firm may distribute listing and sales information (including the sales price) to buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Firm and other real estate brokers and their affiliated licensees may show the Property without first notifying Seller.

5. **Compensation**

A. Terms. Seller agrees to pay Firm, no later than at closing, a real estate commission of **six percent (6%)** of the purchase price of the Property in the event that during the Listing Period,

- (a) Firm procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement of exchange for the Property at the price described above;
- (b) Seller enters into an enforceable contract for the sale or exchange of the Property with any buyer; or
- (c) Seller enters into an option to purchase agreement during the Listing Period and buyer exercises said option.

B. Cooperating Compensation. Firm shall share this compensation with a cooperating broker, if any, who procures the buyer of the Property by paying such cooperating broker **3%** of Firm's commission. Said cooperating broker is the agent or facilitator who represents the interests of and/or is working with the buyer. Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement only for the purposes of enforcing their commission rights as cooperating brokers.

C. Carry Over. Should the Seller contract to sell or exchange or an option agreement is executed

for the Property within **30** days after the expiration of this Agreement to any buyer (or anyone acting on buyer's behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth herein at the closing of the sale or exchange of the Property. This includes but is not limited to any introduction or exposure to the Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property is sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell contract or exclusive agency contract, after the date of expiration of the Listing Period, then no compensation shall be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the termination of this Agreement.

D. Seller Breach or Failure to Close. In the event that a ready, willing, and able buyer is produced and a contract results, the Seller is obligated to compensate the Firm in the event that the Seller unlawfully fails to close by Seller's breach of the contract. In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the compensation which would have been due and owing Firm had the transaction closed. Such compensation will be payable without demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period, Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as agreed to by the parties, in addition to any other sums that may be due to the Firm. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

6. **Earnest Money/Trust Money.** Firm is authorized to accept from buyer a deposit as Earnest Money/Trust Money to be applied to the purchase price for the Property. Such deposit is to be held by closing attorney in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.
7. **Seller Indemnity.** Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fees for agents and Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.
8. **Limits on Firm's Authority and Responsibility.** Seller acknowledges and agrees that Firm: (a) may show other properties to prospective buyers who are interested in Seller's Property; (b) is not an expert with regard to matters that could be revealed through a survey, title search, or inspection of the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the availability and cost of utilities, septic or community

amenities; for any conditions existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions involving the Property; for the appraised or future value of the Property; for termites and wood destroying organisms; for building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for matters relating to financing (Seller acknowledges that Firm (including its broker and affiliated licensees) is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which are of concern to Seller. Seller further acknowledges that he has not relied upon any advice, representations or statements of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm (including its broker and affiliated licensees) involving same).

Seller agrees to hold Firm (including its broker and affiliated licensees) harmless from any and all claims, causes of action, or damages (and shall indemnify Firm (including its broker and affiliated licensees) therefore) arising out of or relating to: (a) Seller providing Firm incomplete and/or inaccurate information; (b) the handling of Earnest Money/Trust Money by anyone other than Firm (if such earnest money/trust money is entrusted to such person by Seller); or (c) any injury to persons on the Property and/or loss of or damage to the Property or anything contained therein.

- 9. Foreign Investment in Real Property Tax Act (“FIRPTA”) Disclosure.** *Seller is hereby notified to consult with his/her own closing attorney and tax professional concerning the applicability of the Foreign Investment in Real Property Tax Act (“FIRPTA”) which may require tax withholding to be collected from Seller at the Closing of any sale of the Property. Examples of this may include if the Seller can be classified as one of the following:*

Non United States citizen;

Non resident alien; or

Foreign corporation, partnership, trust, or estate.

It is Seller’s responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.

- 10. Extension.** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the Property was under contract.

11. Required State Law Disclosures.

- (a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure in writing, by Seller’s subsequent work or conduct or such disclosure is required by law or the Realtor[®] Code of Ethics.
- (b) Firm may not knowingly give customers false information.
- (c) In the event of a conflict between Firm’s duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.
- (d) Unless specified below in Special Stipulations, Firm has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Firm may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).

12. Types of Agency.

Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

1. A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

2. A SUB-AGENT is another agent/licensee who also represents only one party in a sale. A sub-agent helps the agent represent the same client. The client may be either the seller or the buyer. A sub-agent must also be completely loyal and faithful to the client.

3. A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

4. A TRANSACTION BROKER assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

13. Agency. Pursuant to Firm policy, Firm shall practice as a **Single Agent**.

(Agency, Transaction Broker or Limited Consensual Dual Agency – choose one) in this transaction.

14. Other Provisions.

A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Time of Essence. Time is of the essence in this Agreement.

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.

D. Governing Law and Venue. This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Alabama.

E. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

F. Party Information.

Seller's address:

100 Hughes Road

Madison, AL 35758

Fax # _____

Email: _____

Firm's address:

201 B James K Taylor Lane

Meridianville, AL 35759

Email: hsvcommercial@gmail.com


15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control: Exhibit "A" Legal Description

16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Firm nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

The above is hereby accepted, _____ o'clock ____ M. on the _____ day of _____, ____

The party(ies) below have signed and acknowledge receipt of a copy.

DocuSigned by:

7A5B647AB6E1447...

BY: DUSTIN TAYLOR

3/25/2024 at _____ o'clock am/ pm

Date

TAYLOR PROPERTIES ALABAMA, LLC

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER/OWNER

By: _____

Title: _____

Entity: _____

Print/Type Name

_____ at _____ o'clock am/ pm

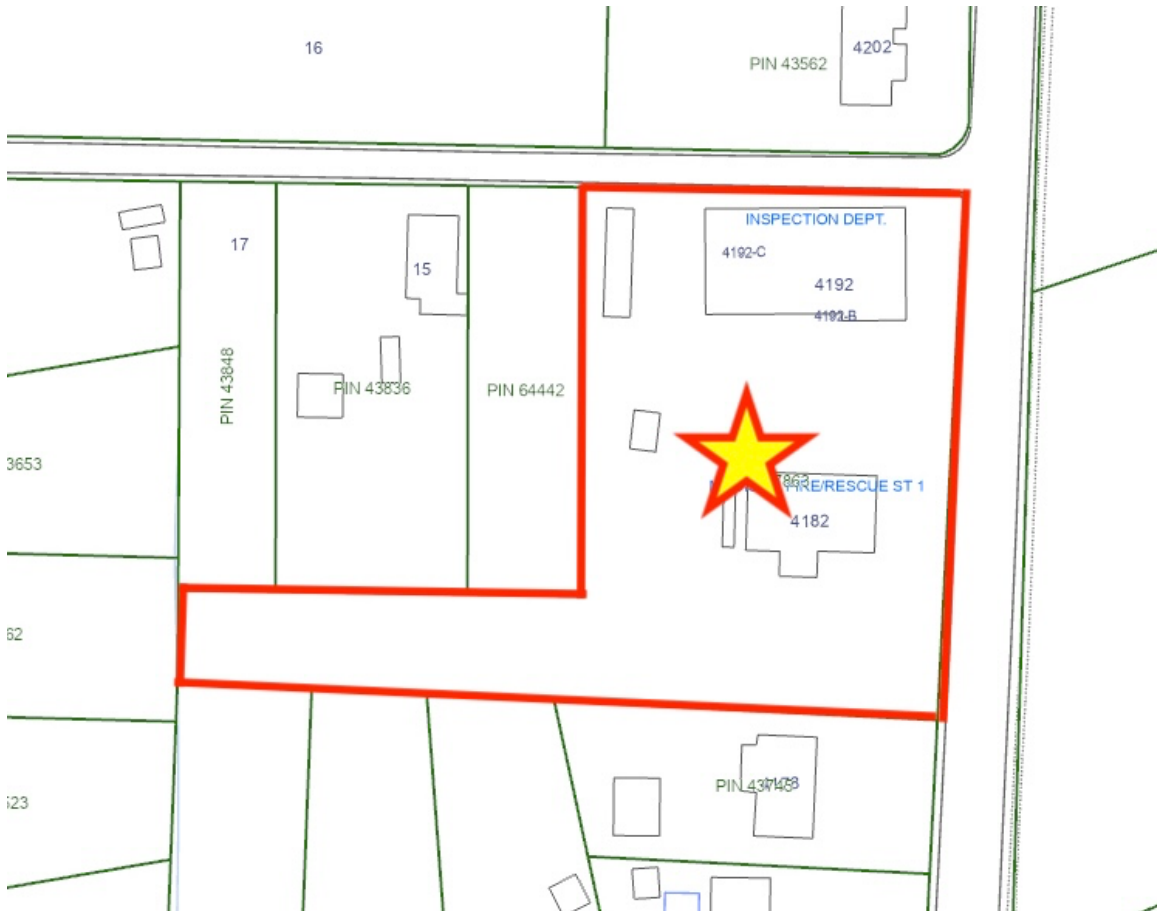
Date

Address

Phone: _____ (H) _____ (Cell) _____ (W)

Email: _____

**EXHIBIT A
(Property)**



RESOLUTION NO. 2024-080-R

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING REGARDING EMS TRANSPORT & PARAMEDIC SERVICES BETWEEN THE CITY OF MADISON & HUNTSVILLE HOSPITAL HEALTH SYSTEM EMERGENCY MEDICAL SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding (“MOU”) with Huntsville Hospital Health System Emergency Medical Services (“HH System Emergency Medical Services”) for the provision of trained paramedics to assist with providing advanced life support services (“ALS”) to patients on HH System Emergency Medical Services Non-ALS Units, said MOU to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Memorandum of Understanding,” 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 MOU, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

**MEMORANDUM OF UNDERSTANDING
REGARDING EMS TRANSPORT & PARAMEDIC SERVICES
BETWEEN THE CITY OF MADISON & HH HEALTH SYSTEM EMERGENCY
MEDICAL SERVICES, LLC**

THIS AGREEMENT is made by and between **HH Health System-Emergency Medical Services, LLC d/b/a HEMSI** (hereinafter referred to as “HEMSI”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”), and shall be effective May 1, 2024.

WHEREAS, it is the objective of the Parties to promote public health, safety, and welfare by providing appropriate levels of Emergency Medical Services (“EMS”) transport throughout the service area of the Madison Fire and Rescue Department (“MFR”) and each party’s agreement to and authorization of its employees’ participation in the emergency medical service procedures outlined in this MOU shall be in consideration of this objective; and

WHEREAS, HEMSI outfits ambulance units which provide advanced life support (“HEMSI ALS Units”) services, as well as units which because of the level of training, certification, equipment and supplies available, provide only intermediate life support or basic life support services (“HEMSI Non-ALS Units”); and

WHEREAS, because HEMSI ALS Units may not always be available to meet demand, HEMSI Non-ALS Units may sometimes be dispatched to scenes or incidents which, after assessment, are determined to need an advanced life support (“ALS”) response; and

WHEREAS, MFR units include trained paramedics, carry equipment necessary to provide ALS services, and respond to incidents and scenes which often result in HEMSI transports; and

WHEREAS, when the medical condition of patients is determined to require advanced life support (“ALS”) services, the Parties desire to provide for continuous ALS care during transport to a hospital even when transport is by a HEMSI Non-ALS Unit; and

WHEREAS, the City can provide trained paramedics employed by MFR to assist with providing ALS patient care on HEMSI Non-ALS Units; and

WHEREAS, the City agrees to provide the emergency medical services described herein below to HEMSI in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Paramedic Transport Services for Advanced Life Support: The MFR shall provide paramedics to accompany patients to a hospital when ALS care is medically necessary and not available on the responding HEMSI EMS unit. Under such circumstances the Parties will provide paramedic support according to the following procedures:

- a. Incident Scene Determinations: When a HEMSI ALS Unit is not available to respond to a call, and response is provided by a HEMSI Non-ALS Unit, then either Party may recognize and make an on-scene determination for the need for initial or continued ALS care. If HEMSI has no ALS unit immediately available to respond, then responding MFR paramedics shall have the discretion to decide whether rapid transport and continued paramedic-level care is medically necessary and, if so, will maintain or assume patient care at the scene of the response. The Parties will establish the need for transport through recognition of physiological or anatomical conditions, mechanisms of injury, or the need for advanced medications or procedures. If personnel of HEMSI or MFR disagree concerning whether continuous ALS care is necessary during transport, then MFR shall seek medical direction from emergency medicine physicians on the medical staff at hospitals to which transport is anticipated.
 - b. Transport & Equipment:
 - i. When continued ALS care during transport is determined to be necessary, HEMSI personnel on the HEMSI Non-ALS Unit will allow MFR paramedics to assume or maintain medical control of patient care during transport, and HEMSI personnel will provide as much access as possible to ambulance equipment.
 - ii. When accompanying patients in HEMSI Non-ALS Units, MFR paramedics will transfer their ALS equipment from MFR vehicles to the HEMSI Non-ALS Unit to use during transport. The Parties acknowledge that equipment available may be limited depending on what type of unit is available and that HEMSI Non-ALS units typically do not contain ALS equipment.
 - iii. Along with all other vehicle operations, HEMSI Personnel will drive the vehicle and operate the stretcher and power load systems in each HEMSI Non-ALS Unit for each such transport.
 - iv. MFR retains discretion over whether to send MFR personnel to accompany a HEMSI Non-ALS Unit to the hospital.
 - c. Documentation: Each Party shall document the time and nature of patient care provided during response according to its internal reporting procedures and shall engage in after-action review in cases where disputes or questions about appropriate care levels have arisen.
2. Chain of Command: The placement and day-to-day assignment of each MFR paramedic is within the sole discretion of and under the supervision of the Madison Fire Chief or his designee, as well as MFR's medical director. MFR Paramedics shall at all times remain under the MFR chain of command, as well as MFR rules, regulations, and standard operating procedures. The parties acknowledge that MFR paramedics are not within the HEMSI administrative chain of command.

3. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of HEMSI, but shall be deemed to be an independent contractor. HEMSI does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible, therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of HEMSI or entitled to any compensation, adjustments, or other benefits inuring to employees of HEMSI. No paid or cash compensation of any kind shall be due from one party to the other under this MOU.
4. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
5. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
6. Term & Termination: This Agreement shall come into effect on the Effective Date and shall remain in effect for one calendar year, ending April 30, 2025. Thereafter, this MOU shall automatically renew for successive one-year terms unless terminated by either party upon no less than thirty (30) days' prior written notice to the other party. Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or HEMSI may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice.
7. Entire Agreement, Waiver, and Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties.
8. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach,

termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

9. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
10. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
11. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

By: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

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

Given under my hand and official seal this _____ day of April, 2024.

Notary Public

HH HEALTH SYSTEM-EMERGENCY MEDICAL SERVICES, LLC

By: _____
Jon Howell, President

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jon Howell, whose name as President is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of HH Health System-Emergency Medical Services, LLC.

Given under my hand and official seal this _____ day of April, 2024.

Notary Public

RESOLUTION NO. 2024-101-R**A RESOLUTION AMENDING RESOLUTION NO. 2023-374-R TO
CONFIRM FUNDING FOR A PROFESSIONAL SERVICES AGREEMENT
WITH NOLA VAN PEURSEM ARCHITECTS CONTINUES TO BE
ALLOCATED FROM ARPA FUNDS**

WHEREAS, pursuant to Resolution No. 2021-252-R, the City Council of the City of Madison (herein “the City Council”) authorized the Mayor to apply for \$5,003,914 in federal funds available through the American Rescue Plan Act (herein “ARPA”); and

WHEREAS, pursuant to Resolution No. 2022-295-R, the City Council allocated the use of the \$5,003,914 ARPA funds for “the purchase and renovation of Property formerly known as the Hexagon to provide its citizens with a fire station, police precinct and additional facilities serving the public safety and public health of its residents;” and

WHEREAS, pursuant to Resolution No. 2022-305, the City Council allocated \$4,000,000 of the available \$5,003,914 ARPA funds for the “purchase of property” to be used for said fire station, police precinct and additional facilities;” and

WHEREAS, pursuant to Resolution No. 2023-374-R, the City Council later authorized a professional services agreement with Nola Van Peursem Architects for “the provision of professional architectural design services for the Public Safety Annex” without specifically reiterating that said funds would be paid from the remaining available ARPA funds designated in Resolution No. 2022-295-R for the “renovation” of the Public Safety Annex.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that Resolution No. 2022-295-R is hereby amended to clarify and confirm that the City of Madison allocates the remaining ARPA funds for the “renovation” phase of completing the Public Safety Annex Project to include payments to Nola Van Peursem Architects; and

BE IT FURTHER RESOLVED that the City Council authorizes and directs the Mayor, the Director of Finance and all other necessary personnel of the City of Madison to continue to comply with the terms and conditions required by the Federal Government for allocating ARPA funds to the purchase, design, renovation and construction of the Public Safety Annex.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-065-R

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO AN
AGREEMENT WITH MOTOROLA SOLUTIONS, INC.
FOR ANNUAL TRAINING FOR A RECORDS MANAGEMENT SYSTEM**

WHEREAS, on June 10, 2019, the City Council of the City of Madison, Alabama, approved a ten (10) year contract with Motorola Solutions, Inc. for a records management software system pursuant to Resolution No. 2019-146-R; and

WHEREAS, the City's Chief of the Police Department has requested that this Agreement be amended to allow select Officers to attend annual training for a yearly subscription fee of \$12,519.84 (inclusive of travel costs); and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Change Order to the Shared Agency Agreement with Motorola Solutions, Inc., for training, travel and lodging for officers attending Motorola Solutions yearly sessions, said Change Order to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote-2409791," 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 Shared Agency 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.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama



QUOTE-2409791

Billing Address:
 MADISON POLICE DEPT, CITY
 OF
 100 HUGHES RD CITY HALL
 MADISON, AL 35758
 US

Shipping Address:
 MADISON POLICE DEPT, CITY
 OF
 SHARP COMMUNICATION INC
 3403 GOVERNORS DR
 HUNTSVILLE, AL 35805
 US

Quote Date:11/07/2023
 Expiration Date:02/05/2024
 Quote Created By:
 Janel Flanigan
 Janel.Flanigan@
 motorolasolutions.com
 (312)-343-0752
 End Customer:
 MADISON POLICE DEPT, CITY OF
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
	Summit Software and Mobile Video Users' Conference				
1	SSV00S01449B	0217	USERS CONFERENCE PRE-PAID TRAVEL PACKAGE*	2	5 YEAR

Grand Total **\$31,299.60(USD)**

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$6,259.92	\$0.00
Year 2 Subscription Fee	\$6,259.92	\$0.00
Year 3 Subscription Fee	\$6,259.92	\$0.00
Year 4 Subscription Fee	\$6,259.92	\$0.00
Year 5 Subscription Fee	\$6,259.92	\$0.00
Grand Total System Price	\$31,299.60	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2409791

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Accepted by:

Paul Finley, Mayor **Date**

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer **Date**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2409791

SUMMIT PRE-PAID TICKETS SOLUTION DESCRIPTION

Motorola Solutions, Inc. (Motorola) invites you to attend our annual users' conference, Summit. This document outlines details and policies for using pre-paid tickets to attend the event.

Please contact software.summit@motorolasolutions.com if you have any questions about Summit pre-paid tickets or this policy.

SUMMIT OVERVIEW

Summit is Motorola's largest annual gathering of public safety customers. Attendees convene for in-depth classes, hands-on training, product vision, networking, and feedback sessions. Summit offers hundreds of hours of educational courses designed for every customer role, including technical administrators, call takers, dispatchers, records and corrections personnel, analysts, patrol, and command staff.

THE PURPOSE OF PRE-PAID TICKETS

To ensure that personnel get the critical training they need to improve adoption of their solutions, many customers pay for Summit ahead of time, as part of a contract or annual maintenance agreement. Under this approach, Motorola applies the fees already paid by the customer to cover all reasonable, business-related expenses for that customer to attend the conference.

TYPES OF PRE-PAID TICKETS

Customers can choose from two types of pre-paid tickets:

- **Pre-Paid Registration Only:** Includes the conference registration fee only.
- **Pre-Paid Travel Package:** Includes the conference registration fee; hotel; either choice of airfare with airport transportation OR car rental; and additional meals not included by the conference.

PURCHASING PRE-PAID TICKETS

Customers should work with their sales representatives to initiate a new contract with Summit pre-paid tickets or add Summit pre-paid tickets to another order. Multi-year contracts may "lock in" current year Summit pricing for the remainder of the contract.

REDEMPTION OF PRE-PAID TICKETS

Registration for Summit opens approximately 4-5 months prior to the event. Customers should work with their Customer Success Advocates to make sure that agency personnel receive the regularly emailed invitations to register. Attendees choosing to register using pre-paid tickets should select the **Pre-Paid Registration Only** or **Pre-Paid Travel Package** registration option.

Both pre-paid registration options will go through a hold process while funds are verified. Once funds are confirmed, the attendee's conference registration will be completed. Attendees who are redeeming a Pre-Paid Travel Package ticket will then receive instructions to complete their travel arrangements.

Once available pre-paid tickets are depleted, customer agencies can send additional attendees at the regular conference rate and should register using the **Standard Registration** option.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



ASSUMPTION OF AGENCY PERMISSION

When customers begin their registration and select either pre-paid ticket option, they will be cautioned that they are about to exercise an option that will reduce the applicable pre-paid tickets from their agency's available balance. It is the agency's responsibility to ensure that only authorized attendees select this option.

PRE-PAID TRAVEL DETAILS AND POLICIES

A Pre-Paid Travel Attendee is defined as a Motorola customer who has opted to use the agency's available pre-paid tickets to pay for the Pre-Paid Travel Package registration option.

This option includes the conference registration fee, the attendee's choice of either airfare with airport transfer OR car rental, hotel lodging, and additional meals not covered by the conference.

Note: Due to multi-year contracts, some customers have locked-in pre-paid attendance at different prices from those published with each year's conference. Each agency's rate will be determined by the price listed in its own agreement.

Travel Package Inclusion

The Pre-Paid Travel Package includes the following reasonable and necessary business-related travel expenses as defined below:

- Summit conference registration fee, which includes access to all training sessions, breakfasts and lunches, and all special events and meals.
- The attendee's choice of the following, both to be booked with Motorola's approved travel partner (Travel Partner), within parameters approved by Motorola:
 - Round-trip airfare with airport transfers.

OR

- Round-trip car rental.

Hotel accommodations at a Summit host hotel, booked with Travel Partner.

Stipend for additional meals not covered through the conference (see **Covered Meals** below).

Travel Package Policies

General

- Upon registration and confirmation of available pre-paid tickets, Pre-Paid Travel Attendees will receive detailed instructions for booking travel logistics.
- Attendees are only to book travel through Travel Partner and are not to book hotel, airfare, or transportation on their own. Reimbursement for travel expenses incurred by any customer attendee is not allowed.

Hotel

- The Pre-Paid Travel Package covers hotel nights directly associated with the conference dates. It may be possible to make adjustments to arrival and departure dates, but attendees are responsible for any *additional* hotel nights (before and after the official conference dates). Travel Partner may be able to assist with additional pre- or post-conference travel plans, but the attendee will be responsible to pay for additional hotel room nights and will need to put a personal card on file upon check-in at the hotel.



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QUOTE-2409791

- Hotel accommodations at a Summit host hotel (single/double occupancy only) include hotel room and applicable state and local taxes at a discounted Motorola conference rate. Additional services (e.g. additional phone charges, laundry, entertainment, amenities, etc.) are at the attendee's expense.
- A personal credit card WILL be required upon check-in to the hotel. PLEASE NOTE THAT THE PERSONAL CREDIT CARD WILL NOT BE CHARGED for the room and tax expenses. This is a standard hotel requirement to cover any incidental expenses that may be incurred.
- Attendees staying in their rooms past checkout time may be billed one (1) additional night's stay to their personal credit card. Late checkout may be provided based on availability and upon request through the hotel, although some charges may apply. Early departure fees may apply if a group attendee checks out prior to the confirmed dates. Motorola is not responsible for this charge, which will be applied to the personal credit card on file for incidentals.

Airfare

- The Pre-Paid Travel Package will cover round-trip airfare (using Motorola's negotiated rates with major airlines), as well as airport transfers to and from the destination airport. Air reservations must be made ONLY through Travel Partner.
- Airfare must be economy class or standard coach with a fare cap of \$600. Any travel above \$600 will be routed by Travel Partner to Motorola for approval and must be accompanied by a valid business reason. Attendees are encouraged not to delay making their airfare selections, as selections made closer to the travel dates will likely fall outside of the allowed range.
- Any airfare changes must be made through Travel Partner.
- Pre-approved travel dates are for the official conference dates. Attendees choosing to travel outside these parameters will require additional approval from Motorola. Any resulting fare differences due to altered travel dates are the responsibility of the traveler (including airfare and hotel and ground transportation).
- Additional fees, tips, and surcharges, including (but not limited to) remote access charges, change fees, upgrade fees, and baggage fees are not covered as part of the Motorola Solutions travel policy.
- Airport transfers to and from the destination airport will be provided to attendees. If an attendee chooses to extend their stay either pre- or post-conference, that attendee will be responsible to pay for additional transportation required for the extended stay.

Car Rental

- Customers may opt for car rental coverage instead of airfare. The Pre-Paid Travel Package will cover the expense of a rental car using Motorola's negotiated rates. Reservations must be made ONLY through Travel Partner.
- When renting a vehicle for Summit, Motorola will include the Loss Damage Waiver covering the vehicle at the base rate at participating locations.
- The rental will also include the Prepaid Gas Option providing the first tank of gas to the renter and allowing the renter to return the vehicle with less than a full tank. Additional Liability Insurance (ALI), Personal Effects Protection (PEP), and Personal Accident Insurance (PAI) are not covered by Motorola, but the attendee may purchase them at the time of the reservation or rental with a personal credit card.

Covered Meals

As part of this event, Motorola will provide meals to all attendees as part of the regular conference registration fee according to the published Summit agenda.

In addition to the covered conference meals, any attendee registering with a Pre-Paid Travel Package will receive a credit, voucher, or meal access to any breakfast, lunch, or dinner not provided on official conference dates. The



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QUOTE-2409791

method used to cover these additional meals may vary from year to year, based on venue, but will be communicated in advance to Pre-Paid Travel Attendees.

Daily meal allowance is determined by Motorola, based on published guidelines. In no event will the amount provided exceed attendee's applicable agency rules regarding meal expenses, provided that the attendee or agency notifies Motorola Solutions in advance of the conference of any restrictions, prohibitions, or limitations.

Expenses Not Covered

Non-reimbursable expenses include, but are not limited to:

- Hotel telephone charges (local as well as long distance)
- Personal travel (e.g., gas, side trips, extended stay outside official conference dates)
- Traffic or parking violations
- Additional travel accident insurance
- Personal entertainment
- Airline upgrades
- Spouse or guest expenses
- Alcoholic beverages (minibar), non-food related items
- Gift shop
- Movies
- Laundry
- Late checkout, hotel early departure, or no-show fees
- Valet parking
- Baggage handling
- Airport parking fees
- Miscellaneous tips
- Upgraded hotel internet connection
- Transportation to and from home airport
- Change in airline departure dates, times, or names
- Excess baggage fees charged by airlines
- Additional equipment on rental cars (e.g. GPS, baby seat, etc.)
- Gas
- Tolls
- Additional guests staying in the same guest room, which results in additional hotel charges

Note: Motorola reserves the right to decline any expense that is not within the scope of this policy. It is not Motorola's intent to ever exceed an attendee's applicable agency policies or guidelines regarding any related travel accommodation. It is the customer agency or attendee's responsibility to notify Motorola in advance of any booking, if any restrictions, prohibitions, or limitations apply.



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QUOTE-2409791

TERMS AND CONDITIONS

The Prepaid Travel Package is provided pursuant to the terms and conditions of the applicable agreement between the Agency and Motorola Solutions, Inc. (Motorola) covering the relevant maintenance services (the Prime Agreement). In addition to the terms and conditions of the Prime Agreement, the following applies:

The Agency confirms that all related expenses, including airfare, hotel, meals, and entertainment associated with the Summit do not violate any local laws, regulations, or policies associated with your organization. The Agency acknowledges that Motorola may use information provided by the Agency as part of Motorola's compliance with reporting on government travel sponsorship.

Motorola is facilitating travel arrangements between the Agency and Motorola Solutions' approved travel partner American Express Global Business Travel (Travel Partner). All bookings must be made through, and tickets and reservations will be provided by Travel Partner. Motorola is not acting as an agent for the provision of these services and Motorola is not the source or supplier of the travel reservations, tickets, or services. Motorola reserves the right to change the Travel Partner.

The Agency acknowledges that the suppliers whose names appear in the information supplied by Travel Partner are the ones actually responsible for providing the travel services purchased. The Agency consents to and requests the use of those suppliers and agrees not to hold Motorola responsible should any of these suppliers: 1) fail to provide the travel services purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes me any sort of injury, damage, delay or inconvenience.

The Agency further understands and acknowledges that travel may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare, and Motorola is not responsible for any such threats.

Travel documents, such as identification, for an attendee are to be provided by the Agency or attendee. Motorola is not responsible if identification documents do not match information provided to Travel Partner. If necessary for travel, the Agency and/or attendee is required to obtain and comply with any visa requirements. The Agency acknowledges that most airfares typically involve restrictions and that changing any aspect of the arrangements may result in the payment of additional fees or forfeit of the full amount paid.

Motorola is not responsible for travel insurance. Travel insurance is strongly recommended to cover certain risks inherent in travel, such as supplier bankruptcy and the inability to travel due to a medical or personal emergency.

Motorola is not responsible for the services and policies imposed by the applicable airlines. Airline schedules and flights are subject to change without notice. Motorola is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes.

Additional terms and conditions from suppliers and vendors will apply to Attendee's reservation and the Agency's purchase of travel-related goods and services. Please read these additional terms and conditions carefully. In particular, if airfare is purchased, please ensure that the Agency reads and complies with the full terms and conditions of carriage issued by the supplier. The Agency agrees to abide by the terms and conditions of purchase imposed by any supplier with whom the Agency deals in its travel selections, including, but not limited to, compliance with the supplier/vendor's rules and restrictions regarding availability and use of fares, products, or services.



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RESOLUTION NO. 2024-096-R

**AUTHORIZATION TO RENEW A CONTRACT WITH IMPORT
WRECKER SERVICES FOR TOWING AND WRECKER
SERVICES**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor shall be, and he is hereby, authorized and directed to execute an amended agreement with Import Wrecker Service on behalf of the City of Madison, Alabama, the terms and conditions to comport with those of the attached "Contractor Services Renewal Agreement," and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

BE IT FURTHER RESOLVED 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 **Sarina Enterprise, Inc., d/b/a Import Wrecker Service**, in the amount(s) and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 8th day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR SERVICES RENEWAL AGREEMENT

THIS AGREEMENT for towing services 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 **Sarina Enterprise, Inc., d/b/a Import Wrecker Service (“Import Wrecker Service”)**, located at **30585 U.S. Highway 72, Madison, Alabama 35756**, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, in accordance with the applicable competitive bid laws found in Title 41, Article 3 of the *Code of Alabama*, the City solicited bids for the provision of towing services; and

WHEREAS, the City received and, at the appointed time, opened and evaluated all properly and timely submitted sealed bids to determine the lowest responsible and responsive bidder submitting a bid in compliance with the reasonable and stated specifications of the solicitation; and

WHEREAS, the City Council, after full consideration of all bids properly and timely submitted, determined that **Import Wrecker Service**, submitted the lowest responsible and responsive bid to supply the services as specified in the solicitation; and

WHEREAS, by virtue of passage of Resolution Number 2022-132-R, the City Council awarded the bid for such services to **Import Wrecker Service**.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements herein set forth, the parties hereto agree to renew the contract for the final one (1) year term from May 11, 2024 through May 11, 2025 with the terms that follow:

1. **SERVICES TO BE PROVIDED; TERMS AND CONDITIONS.**

Contractor shall furnish all labor, equipment, transportation, and material necessary to provide towing services as set forth in, and according to the terms and conditions of, the Invitation to Bid, the Bid Packet (including any addenda thereto), and the Bid Specifications as they were each issued in the above-referenced project, each of those documents being included by reference in Contractor’s Bid Submittal, which is, in turn, hereby fully incorporated into this Agreement.

2. **COSTS AND PAYMENT.**

The parties understand and agree that the pricing submitted by Contractor and accepted by the City includes all costs for all labor, equipment, transportation, and material necessary to provide these services, including any fees, materials costs, chemical costs, and fuel costs associated with Contractor’s provision of the services. Payment shall be rendered to Contractor on a monthly basis by the City after its receipt and approval of Contractor’s unified invoice, terms net thirty (30) days.

3. AMENDMENT TO AGREEMENT.

A. Amendments to Agreement: Unless otherwise specified in this Section 3, no variation or modification of this Agreement, and no waiver of its provisions will be valid unless in writing and signed by duly authorized representatives of the City and the Contractor. Change orders may be allowed only under the following conditions:

1. Minor changes for a total monetary amount less than that required for competitive bidding under Title 41 of the Code of Alabama; or
2. Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the Contract; or
3. Changes due to emergencies; or
4. Changes provided for as alternates in this Contract; or
5. Changes of items not contemplated or foreseen when the plans and specifications were prepared and the ITB was advertised, which are in the public interest, and which generally do not exceed ten percent (10%) of the Contract price, subject to Alabama Bid Law exceptions.

It is expected that the Contractor will complete the services as required in the bid packet. However, if a change order condition arises, Contractor shall immediately notify the City Representative in writing. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in Contract price; (2) an extension of performance time; or (3) a material change in the scope of the Work, then the City Representative may authorize the change and the Contractor may then implement it. In the event the change is not minor and/or does involve any one or more of the criteria listed above, the City Council must authorize the Change Order before it becomes effective. In no event is a change order to be executed by Contractor prior to proper written approval, except in the case of emergencies.

B. The parties expressly agree to amend the contract to acknowledge that Ordinance No. 2023-085 was passed on or about April 10, 2023 and provides additional requirements and regulations on all towing and wrecker operations within the City of Madison. With its execution of this renewal agreement, Import Wrecker Services expressly agrees to abide by the regulations established in that Ordinance No. 2023-085.

C. EFFECTIVE DATE; COMMENCEMENT OF SERVICES; TERM.

This Agreement shall become effective when the appropriate representatives of the parties finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the effective date.

Services shall be provided by Contractor pursuant to the terms set forth herein for a period of twelve (12) months from the effective date. The parties acknowledge that this renewal for the third year shall be the final year of the term of the Bid and that the Alabama Competitive Bid Law requires that the City shall submit its towing services to Bid with the conclusion of this contract on May 11, 2025.

4. TERMINATION.

- A. If Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or sufficient equipment, or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative, or fail to observe or perform the material provisions of the Contract Documents, or fail or neglect to promptly prosecute or perform the Project in substantial accordance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the City may, on giving at least thirty (30) days' written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's employment under the Contract if, in the judgment of the City, the noticed default(s) have not been cured within said thirty (30) days. In the event of such termination, the same shall not relieve the Contractor or any of its sureties of their remaining obligations pursuant to this agreement. In the event it becomes necessary for the City to maintain any legal action against the Contractor, to enforce its rights herein, and City receives a final order in its favor, then the Contractor shall pay the City all expenses, costs, and fees associated therewith including a reasonable attorney's fee.
- B. It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following:
1. an assignment by Contractor for the benefit of creditors;
 2. the institution of voluntary or involuntary proceedings against Contractor in bankruptcy, or under any other insolvency or similar law;
 3. the dissolution of Contractor as a legal entity;
 4. a regulation of Ordinance No. 2023-085 requires such a termination; or
 5. the conclusion of the term on May 11, 2025.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

City and Contractor hereby state that it is their mutual intent that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement. They also state that it is further mutually understood and agreed that employees of the Contractor are not nor shall they be deemed to be employees of the City and that employees of the City are not nor shall they be deemed to be employees of the Contractor.

6. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall indemnify and hold harmless the City from all loss or damage forming the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of the Contractor's negligence or willful misconduct in the performance of its obligations under this Agreement, except to the extent that such arise out of the City's negligence.
- B. Contractor further agrees to maintain and keep in full force and effect at all times during the term of this Agreement sufficient property damage and personal injury and public liability insurance coverage to protect the City and the Contractor against any such claims, suits, judgments, executions, or demands, such coverage to be of the types and in the amounts set forth in the Bid

Packet. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policy.

- C. All insurance policies as required of the Contractor in this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with the Purchasing Division of the Finance Department within ten (10) days of the effective date of this Agreement.
- D. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled, non-renewed, or materially changed by the insurer until at least thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 20.
- E. Each insurance policy and certificate shall provide, in effect, that the policy will be renewed and further renewed unless the insurer shall give the City at least thirty (30) days' notice in writing of the insurer's unwillingness to renew by sending the same to the point of contact identified in Section 20.
- F. This insurance shall provide primary coverage as relates to other insurance carried by the City.

7. CONTRACTOR'S CARE AND DILIGENCE.

Contractor is solely responsible for all property claims and/or environmental cleanups resulting from the Contractor's vehicles, employees, actions, or omissions. Any damages to public or private property such as, but not limited to, curbing, driveways, mailboxes, or yards shall be repaired by the Contractor.

During the entire term of this Agreement, the Contractor shall, at a minimum, provide and maintain the necessary means to perform the services required by this Agreement. Any equipment that Contractor furnishes shall remain Contractor's property. To that end, it is hereby agreed that the Contractor shall adhere to the following standards and regulations in performing the services:

1. Provide all equipment necessary for the effective execution of this Agreement.
2. Keep all equipment safe, clean, neat in appearance and in good repair.
3. Keep all equipment free of excessive noise, odor leakage, or emissions.
4. Clearly identify each piece of equipment with the Contractor's name and vehicle number.
5. Provide adequate back-up equipment and maintain uninterrupted services until the completion of the project.
6. Make sure there are no spills or leaks from Contractor's vehicles or equipment.
7. Maintain equipment sufficient to handle the special requirements of the project.
8. Be responsible for any property damage claims or environmental cleanups caused by the Contractor's vehicle, equipment, and/or employees, except as set forth herein.
9. Contractor shall provide whatever measures necessary to properly protect and maintain all existing utilities encountered in the course of work and will be exclusively responsible to the utility owner for all damages incurred.
10. Obtain and pay for all necessary licenses and permits required by the City of Madison.
11. Safety precautions must be taken and shall be in compliance with all applicable provisions of federal, state, and municipal laws to prevent accidents or injury to person or property at

all times.

8. SAFETY.

Contractor shall take all necessary precautions for the safety of the public, City employees, and Contractor’s employees and shall comply with all applicable provisions of federal, state, and municipal safety laws and codes to prevent accidents or injury to persons and damage to property on or about or adjacent to any location where the Work is being performed. In the event of personal injury, Contractor should take necessary steps to address the immediate needs of the injured individual, contact emergency personnel, and then notify the City Representative of the injury and the location where it occurred. Contractor shall assume all responsibility for any personal injury to the extent resulting from its negligent performance of the Work and shall indemnify and hold harmless the City and its employees, officers, and agents from liability for the same. In the event of property damage caused by the Contractor, Contractor will assume all responsibility to replace or repair, at the Contractor’s expense, any public or private property damaged by Contractor through the acts or omissions of its employees, agents, or subcontractors. In the event of injury or damage of any kind or extent, Contractor must immediately notify the City Representative of the injury/damage and its plan to attend to the needs of the injured and/or to replace or repair the damaged property. In the event of property damage, Contractor must also allow the City Representative the opportunity to view the damage and the repair/replacement offered prior to the damage being resolved.

9. EQUIPMENT AND ACCESS.

Contractor shall adequately protect the property of the City as well as its own equipment and take all necessary precautions while performing the services contracted hereunder to protect all persons and property from damage or loss. Contractor shall take all necessary precautions for the safety of its employees and the City’s employees and shall comply with all applicable provisions of the federal, state, and local safety laws and building codes to prevent accidents and injury to persons on, about, or adjacent to the premises where services are being performed. Contractor shall post all applicable signage and other warning devices necessary to protect against potential hazards resulting from the performance of the services contracted hereunder.

10. EXCUSED PERFORMANCE.

In the event performance of any terms or provisions hereof (other than the payment of monies due and owing) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, whether the same shall be 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 which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies due and owing) during the period of such suspension of performance of duties hereunder.

11. TIME OF THE ESSENCE.

Time is of the essence in Contractor’s performance of services under this Agreement.

12. IMMIGRATION LAW COMPLIANCE.

If Bidder employs persons in the State of Alabama, Bidder must provide written certification of

compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting with your Bid documentation proving your enrollment in the E-Verify program and by signing the “Immigration Law Compliance Statement” which is included in the ITB packet.

Further, the award of any Contract as a result of this ITB shall be conditioned upon the successful Bidder’s not knowingly employing, hiring for employment, or continuing to employ an unauthorized alien within the State of Alabama and swearing or affirming that it shall not violate state or federal immigration laws.

Be advised that, upon award of any Contract resulting from this ITB, the successful Bidder and the City shall therein affirm, for the duration of the agreement, that they will not violate state or federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, either contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

13. OPEN TRADE.

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

14. SEVERABILITY AND WAIVER.

The partial or complete invalidity of any one or more provision of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, condition, or right as respect further performance. It is hereby understood and agreed by the parties that it is their individual and mutual intent to enter into this Contract in full compliance with Title 41 of the Code of Alabama and that, in the event any provision or the absence of any provision in this Contract conflicts therewith, Title 41 shall prevail.

15. ENTIRE AGREEMENT.

The instant document, inclusive of all other Contract Documents which have been incorporated by reference in Section 1, contains the entire Agreement between the parties with respect to the subject matter hereof and nullifies and replaces any previous Agreement or representations, whether oral or written, addressing the same. Any Agreement made hereafter shall be ineffective to modify or terminate this Agreement or constitute a waiver of any provisions hereof unless such Agreement is in writing and signed by the party against whom enforcement is sought.

16. ORDER OF PRECEDENCE.

Should there be a direct conflict between the various elements of the Contract Documents to the extent the same cannot be reconciled to be read *in para materia*, then precedence shall be given to the various component documents in the following order:

1. Change Orders or amendments to Agreement after execution
2. Agreement
3. Addenda (in reverse order of issuance) (if issued)
4. Invitation to Bid and bid specifications
5. Advertisement for Bids

Where more than one document relates to the same matter, if both can be given reasonable effect, then both shall be retained.

18. ASSIGNING OF CONTRACT.

Contractor may not assign, transfer, convey, sell, or otherwise dispose of any portion of this Agreement or any part thereof without duly authorized, written consent of the City.

19. GOVERNING LAW.

The laws of the State of Alabama shall govern this Agreement and the parties agree that proper venue for the resolution of any dispute shall be properly had in the courts of Madison County, Alabama.

20. NOTICES.

Address all notices to the City as follows:

City of Madison
Madison Police Department
100 Hughes Road
Madison, Alabama 35758

With a copy to:

City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

Address all notices to the Contractor as follows:

Import Wrecker Services
30585 U.S. Highway 72
Madison, Alabama 35756
ATTN: Jafar Farhoudi

Sarina Enterprise, Inc., d/b/a Import Wrecker Service

By: _____

Its: _____

Date: _____

STATE OF ALABAMA)

)

COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of **Import Wrecker Service**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

RESOLUTION NO. 2024-099-R**A RESOLUTION AUTHORIZING A LEASE-PURCHASE AGREEMENT
FOR PANASONIC TOUGHBOOKS THROUGH TIPS COOPERATIVE
PURCHASING CONTRACT NO. 230105**

WHEREAS, TIPS is a national, governmental purchasing cooperative which leverages nationwide purchasing power through the cooperative efforts of its members to reduce the costs associated with government purchases of equipment and products; and

WHEREAS, TIPS establishes and provides competitively-solicited purchasing contracts pursuant to a bidding process which has been reviewed and approved by the State of Alabama Department of Examiners of Public Accounts; and

WHEREAS, the Chief of Police for the City of Madison has requested that the City utilize the TIPS Cooperative Purchasing Agreement No. 230105 for the purchase of sixty (60) Panasonic Toughbooks to replace obsolete laptops used within the Police Department; and

WHEREAS, Alabama Code Section 41-16-51(a)(16) provides that goods purchased from a national or regional cooperative purchasing program that has been conducted by a government entity and approved by the State of Alabama Examiners Office are exempt from competitive bid procedure. See Also, *AG Opinion#2014-050*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase sixty (60) Panasonic Toughbooks via contract number 230105 through the TIPS cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations; and

BE IT FURTHER RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City a lease-purchase agreement, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Master Equipment Lease Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, APPROVED, AND ADOPTED this 8th day of April 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama



HUNTINGTON TECHNOLOGY FINANCE
1604 Spring Hill Road, 2nd Floor
Tysons Corner, VA 22182
(703) 627-5174
www.huntington.com

Via Email:

March 20, 2024

Mr. Toby Jenkins
Technical Coordinator
Madison Police Department
100 Hughes Road
Madison, AL 35758

Re: (60) Panasonic Toughbook CF-33 i7 Solution (3 Yr.)

Dear Mr. Jenkins:

On behalf of Huntington Technology Finance, I am pleased to present you with the following proposal.

- Lessor:** Huntington Technology Finance, Inc. ("HTF")
- Lessee:** City of Madison, AL ("Madison PD")
- Vendor:** ProLogic ITS LLC ("ProLogic")
- Equipment:** (60) Panasonic CF-33 i7 Toughbook 3 Yr. Solution*

*Please ProLogic quote no. 007524.v1.2, dated 3-7-24, for detailed equipment configuration and sale price information.

Both the Lessee and Vendor confirm this equipment will be provided new and direct from the manufacturer.

Total Amount Financed: \$342,299.01

Anticipated Delivery Date: On or before May 31, 2024

Terms & Conditions:
-Rental payments made monthly, in advance
-Assumed commencement date is June 1, 2024
-Fair-market-value, end of term options or fixed \$1.00 purchase

Mr. Toby Jenkins
March 20, 2024
Page 2 of 3

Lease Pricing:

(3) Year Term, Fixed \$1.00 Purchase

<u>Equipment</u>	<u>Term</u>	<u>OEC</u>	<u>LRF</u>	<u>Monthly Rental</u>	<u>End of Term</u>
CF-33 i7 (hw)	3 Years	\$326,310.60	.356886	\$116,455.42	\$1.00
Soft Costs*	3 Years	\$ 15,988.41	.356886	\$5,706.03	\$1.00
Totals:	3 Years	\$372,862.41	.356886	\$122,161.45	\$1.00

*Soft Costs include but are not limited to: Services, installation, maintenance, travel, HW & SW support, shipping and any other type of cost line item that is not physical hardware.

*Soft Cost amounts and the allowable hardware/soft cost deal ratio will be subject to the Lessor’s review and approval of the final OEC amounts quoted to the Lessee.

End of Term Options: As specified above, fixed \$1.00 purchase structure or Fair-Market-Value structure with following options:

Lessee shall have the option to purchase, renew and/or terminate and return the equipment to Lessor provided Lessee provides Lessor with not less than (120) days prior written notice selecting Option A, B or C as detailed below.

(A) RENEWAL OPTION- Lessee may renew the Lease for a fixed term of six months or greater at rate to be negotiated at the time of the renewal

(B) PURCHASE OPTION- Lessee may purchase the equipment at its then fair market value.

(C) RETURN PROVISIONS- Lessee may return the equipment to Lessor.

(D) MONTH-TO-MONTH- Lessee may continue the lease on a monthly basis at the original rental amount until a decision is made.

Equipment Schedules (Contracts): Equipment schedules (contracts) will be issued after HTF receives supplier invoices for the particular schedule.

Mr. Toby Jenkins
March 20, 2024
Page 3 of 3

Net Lease: Unless noted otherwise herein, this quotation is based on a net lease. Transportation, installation, insurance, maintenance, software charges and any applicable taxes are the responsibility of the Lessee.

Proposal Expiration: This proposal expires in thirty (30) days unless extended in writing by HTF.

This quotation is subject to final approval by HTF's Executive Committee at its corporate headquarters.

The lease pricing quoted is subject to a review of the Lessee's last two years of audited financial statements and subject to final credit approval by the HTF credit department.

All lease pricing is indexed against like-term, US SOFR Swap Rates as of 3-18-24 (5 Yr., 4.10%). If the signed Certificate of Delivery & Acceptance document, relating to this transaction, is not received by (30) days after this proposal date, the lease pricing will be subject to any changes in the index rate. Source: www.barchart.com/economy/interest-rates

Upon acceptance of this proposal, please execute the last page of this proposal. Once signed, please return the entire proposal back to my office via scan/email.

Huntington Technology Finance appreciates the opportunity to be of service to the Madison PD. Please do not hesitate to call me if I can be of any further assistance, (703) 627-5174.

Sincerely,



Alex I. Wiederhorn
Regional Vice President, SE

cc: Mr. Lance Bullock, ProLogic
Ms. Melissa Sanchez, ProLogic
Mr. Jeff Orzech, Panasonic
Ms. Susan Vik, HTF

ACCEPTED AND AGREED TO:

City of Madison, AL

Term / Rental / Structure

BY: _____

3 Yr. / \$122,161.45 per Mo. / \$1.00

NAME: Paul Finley

TITLE: Mayor

DATE: April, 2024

This document and its supporting materials are confidential and may be used only for the purpose of evaluating our proposal. The information may not be disclosed to a third party without the express permission of Huntington Technology Finance.

Master Equipment Lease Agreement
dated February 20, 2024

Lessee: City of Madison, Alabama	Lessor: Huntington Technology Finance, a division of The Huntington National Bank
Street Address: 100 Hughes Road	Street Address: 2285 Franklin Road, Suite 100
City/State/Zip: Madison, AL 35758	City/State/Zip: Bloomfield Hills, MI 48302

1. Lease. Lessor leases to Lessee the equipment ("**Equipment**") described in an executed schedule ("**Schedule**") incorporating this Master Equipment Lease Agreement ("**Agreement**"). Lessor also finances for Lessee the costs of those software, services, consumables, and other nonhardware items described in the Schedule and included in the Lessor's Basis ("**Soft Cost Items**"). Such lease will be comprised of the Schedule and this Agreement, as applicable thereto, and such documents are collectively referred to as this "**Lease.**" Each Schedule is an agreement separate and distinct from this Agreement and each other Schedule. Capitalized terms used in this Agreement are defined in this Agreement or in the Schedule. The Schedule governs to the extent of inconsistencies with this Agreement.

2. Purchase and Delivery of Equipment. Lessor will purchase the Equipment from, and pay for Soft Cost Items to, the seller, supplier, or other provider or payee thereof ("**Seller**"), and lease the Equipment to Lessee, only if: no Event of Default, or event that is or with notice or the lapse of time or both would constitute an Event of Default, is continuing; and on or before the Outside Acceptance Date indicated in the Schedule, or, if no Outside Acceptance Date is indicated in the Schedule, one month from the date of the Schedule, Lessor receives the Acceptance Certificate executed by Lessee, and this Lease executed by the parties, and such other documents or assurances as Lessor may reasonably request.

3. Acceptance. On the day Lessee accepts the Equipment and is prepared for Lessor to pay for the Soft Cost Items ("**Acceptance Date**"), or promptly thereafter, Lessee shall execute a certificate of acceptance acceptable to Lessor ("**Acceptance Certificate**"). By executing the Acceptance Certificate, in addition to its provisions, Lessee represents and warrants that: Lessee has selected the Equipment, Soft Cost Items, and Seller; Lessee has been informed by Lessor or otherwise knows of the Seller's identity; and Lessee has irrevocably accepted the Equipment and authorized Lessor to pay for the Soft Cost Items.

4. Term; Non-Appropriations. The initial term of the lease of an item of Equipment and financing of a Soft Cost Item ("**Initial Term**") begins on the item's Acceptance Date and continues through the Base Term Commencement Date (as defined in the Schedule) and then for the Base Term (as defined in the Schedule), unless terminated earlier as expressly provided herein. Any renewal term ("**Renewal Term**") begins at the expiration of, as applicable, the Initial Term or any preceding Renewal Term (the Initial Term and all Renewal Terms currently in effect, previously in effect, or which are to come into effect as provided in this Lease or by other written agreement of the parties, collectively, "**Term**").

If Lessee notifies Lessor at the time it executes this Agreement, or, in all events, before the first Schedule hereunder is executed by Lessor that leases with Lessee are generally subject to moneys being duly appropriated, then, and only then, will the remainder of this paragraph apply: (a) as of the date Lessee enters into a Schedule, Lessee affirms its present intention to continue this Lease for its entire scheduled term and to pay all amounts relating hereto, and to the extent permitted by law, to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments and all other amounts due hereunder may be made, including allocating in its budget request for each fiscal year during the Term all amounts anticipated to become due in such fiscal year, and also including using its best efforts and all reasonable and lawful means available to secure the appropriation such amounts; (b) parties acknowledge that appropriation for such amounts is a governmental function which Lessee cannot contractually commit itself in advance to perform and that this Lease does not constitute such a commitment, however, Lessee reasonably believes that moneys sufficient to pay such amounts can and will lawfully be appropriated and made available to permit Lessee's continued use of the Equipment in the performance of its essential functions during the term of this Lease; (c) if Lessee fails to appropriate sufficient moneys in any fiscal year for Rental Payments or other amounts due under this Lease, and if other funds are

not available for such payments, then Lessee shall give Lessor notice and written evidence of the non-appropriation at least 60 days before the expiration of the then current fiscal year or, if the non-appropriation has not occurred by then, immediately upon the occurrence of the non-appropriation, in which case, on the last day of the fiscal year for which appropriations have been made, this Lease and the Term hereof will terminate (without penalty or fee to Lessee) and Lessee shall return all of the Equipment to Lessor in the condition required by and accordance with the terms of Section 16 below on or before that date; and (d) Lessee shall nonetheless and in all events pay all Rental Payments and other amounts due or to become due under this Lease for which moneys have been appropriated or are otherwise available, and, for the avoidance of doubt, and as provided in Section 25 below for any period in which Lessee fails to return the Equipment as required above.

5. Rental Payments. Lessee shall pay the Rental Payments, plus all applicable Taxes, for each Rental Period (as defined in the Schedule) of the Term, at such address as Lessor may specify in writing (including in any invoice), on the Due Dates (as defined in the Schedule). Lessor will invoice Lessee for Rental Payments, but the sole remedy for any failure to invoice will be that no late interest will accrue under Section 25 below on any Rental Payment until payment has been demanded in writing (including in any invoice) for at least 30 days. This Lease is a net lease and is noncancelable during its Term (except as expressly provided in this Lease). **On the Acceptance Date, Lessee's obligation to pay Rental Payments and other amounts under this Lease will, except to the limited extent provided for in Section 23 below, become independent, absolute, and unconditional and not subject to demand, abatement, reduction, offset, recoupment, notice, cross-claim, counterclaim, or any other defense whatsoever, arising under this Lease or otherwise, or resulting from any rights Lessee may have against Lessor, Assignee, Seller, the Equipment's manufacturer or any software's manufacturer, owner, or licensor ("**Manufacturer**"), or any other person.** However, the foregoing does not limit Lessee's enforcement of rights against Lessor in a separate action at law for damages. In any numbering of Rental Periods in relation to this Lease, unless the context otherwise clearly requires, Rental Period #1 is the one in which the Base Term Commencement Date occurs.

6. Lessee's End-of-Term Options. At the expiration of the Term, Lessee will have the following options, exercisable only by irrevocably giving Lessor an unequivocal notice electing one of these options (or an end-of-Term option provided for elsewhere in this Lease, as the case may be, "**Exercise Notice**") and the Exercise Notice is received by Lessor at least 90 days before the expiration of the Term:

- (a) **Purchase Option.** If (i) no Event of Default is continuing when Lessor receives the Exercise Notice or at the expiration of the Term, and (ii) no other end-of-Term purchase option is provided in this Lease, then: Lessee may terminate this Lease and purchase all of the Equipment on the last day of the Term by paying all amounts due or to come due for the rest of the Term and, by the last day of the Term, paying Lessor the Fair Market Value of the Equipment determined as of the date of the Exercise Notice, plus all applicable Taxes.
- (b) **Renewal Option.** If (i) no Event of Default is continuing when Lessor receives the Exercise Notice or at the expiration of the Term, (ii) no other end-of-Term renewal option is provided in this Lease, and (iii) Lessor determines that no material adverse change in Lessee's business or financial condition has occurred since the Acceptance Date, then: Lessee may renew the Term of all of the Equipment for a Renewal Term of 6 months or more as specified in the Exercise Notice; the Rental Payment for the Renewal Term will be the Fair Market Value of all of the Equipment determined as of the date of the Exercise Notice; and all other provisions of this Lease will continue to apply.

(c) **Return Option.** Lessee may terminate this Lease as of the last day of the Term by returning all of the Equipment to Lessor in the condition required by and in accordance with the terms of Section 16 below within 10 days of the last day of the Term.

If an end-of-Term option provided in this Lease is not exercised, or if Lessee having elected an applicable purchase option fails to pay the price and applicable Taxes by the required date, or if Lessee having elected an applicable return option fails to return the Equipment by the required date, or if Lessee having elected any other end-of-Term option requiring its performance fails to perform the option as notified, then any Exercise Notice will terminate and the Term will automatically extend for successive 1-month Renewal Terms at the same rental rate previously in effect for all items of Equipment and Soft Cost Items (or, if the rental rate for the immediately preceding Base Term or Renewal Term was not constant, at the average rate) ("**Previously Effective Rental Rate**") and otherwise on the same terms. Lessee's purchase, renewal, and return options under this section, if and as applicable, and the automatic renewal provisions under in this section apply at the expiration of the Base Term and all optional or automatic Renewal Terms.

7. Taxes. Lessee shall pay Lessor (or pay directly to the applicable taxing authority if instructed in writing by Lessor) all taxes, fees, charges, and assessments that may be imposed by any governmental entity or taxing authority and associated with this Lease or any Rental Payments, or any Equipment or Soft Cost Items or their purchase (by Lessee or Lessor), ownership, delivery, return, possession, operation, sale (by Lessor to Lessee), or rental or financing, regardless of however or on whomever or whatever imposed ("**Taxes**"), including sales, use, personal property, consumption, value added, ad valorem, and other taxes, license, registration, electronic waste, recycling, environmental, and other fees, and any penalties, fines and interest on any of the foregoing. However, Lessee will not be liable for (and the term *Taxes* excludes) taxes that are: (a) imposed after the Term and Possession Period and do not relate to events or conditions occurring or existing before then; (b) penalties, fines, and interest to the extent resulting from Lessor's negligence or willful misconduct in administering Taxes; (c) imposed on or measured by Lessor's net income, or tax preference items; or (d) overall business taxes in lieu of net income taxes or Lessor's corporate franchise or net worth taxes. If Lessee is required by law or administrative practice to make any report or return with respect to any Taxes, Lessee shall promptly give Lessor notice and cooperate with Lessor to ensure that such action is properly made and Lessor's interests accurately reflected. Lessor has no obligation to contest or preserve any right to contest Taxes, but Lessee may contest Taxes in its own name and at its own expense so long as, in Lessor's opinion, the contest would not result in an encumbrance on any Equipment or otherwise jeopardize Lessor's rights or interests in any Equipment or other assets (including its assets unrelated hereto or to the Equipment or Lessee).

8. Covenants. Lessee will at all times before the end of the Term and Possession Period:

- (a) Maintain the Equipment in good working order and condition, in accordance with the Manufacturer's recommended engineering and maintenance standards, and, except for personal computers, at the Manufacturer's current or minimum engineering change levels.
- (b) Use the Equipment only in connection with its business operations, and appropriate incidental personal use of personal devices by Lessee's personnel, and in all cases for the purposes for which it was designed and in compliance with all applicable Manufacturer operating standards and all insurance requirements.
- (c) Keep the Equipment at the Equipment Location identified in this Lease, except Lessee may relocate the Equipment to another of its business locations within the USA, i.e., its 50 states and District of Columbia, if (and only if) it notifies Lessor of the removal within 30 days thereafter, but items intended for travel such as laptop computers may be temporarily removed from the Equipment Location without complying with the foregoing if they remain domiciled at the Equipment Location.
- (d) Affix to the Equipment any labels Lessor may supply disclosing Lessor's interest in the Equipment.
- (e) Except for personal computers, keep in effect a maintenance contract for the Equipment, if generally available, with the Manufacturer or another party acceptable to Lessor.
- (f) Make all alterations or additions to the Equipment that may be required (or supplied at no cost or under a maintenance agreement) by the Manufacturer or other maintenance provider or which are

otherwise required to comply with subsection (b) above or subsection (h) below.

- (g) Make no other alterations or additions to the Equipment except additions that: do not impair the value or performance of the Equipment, are readily removable without damage to the Equipment, and do not result in an encumbrance on the Equipment.
- (h) Comply with all laws and regulations applicable to or affecting this Lease, the Equipment, or Lessee, including maintaining all required insurance and obtaining all governmental permissions necessary for it to so comply or that may be required of Lessor in so complying, and including occupational safety and employment laws and laws relating to hazardous materials and the environment, and also including any licenses for Lessee's business operations or operation of the Equipment.
- (i) Furnish Lessor, or make generally available on the internet through a free governmental website, Lessee's annual certified or audited financial statements within 90 days of each fiscal year-end and its quarterly financial statements within 45 days of each fiscal quarter-end, and Lessee represents and warrants that all such financial statements or other financial information will be prepared in accordance with generally accepted accounting principles and accurately present Lessee's financial position as of the dates given.
- (j) Furnish Lessor with opinions of counsel to Lessee, and resolutions, certifications of the names, titles, signatures, and authority of those persons executing Lease documents on behalf of Lessee, and such other information and documents as Lessor may reasonably request.
- (k) Not permit the Equipment to become an accession, a fixture, or real or immovable property.
- (l) Permit Lessor to inspect the Equipment and Lessee's applicable maintenance agreements and records at any reasonable time (subject to Lessee's usual, reasonable security procedures).

9. Title to Equipment. Lessee has no right or interest in the Equipment except as set forth in this Lease. The parties agree, unless this Lease gives Lessee the option to purchase all of the Equipment at the scheduled expiration of the Term for a price of \$1: (a) they intend this Lease to be an operating lease; (b) by the parties' execution of this Lease, Lessee acquires no ownership interest in the Equipment, whether vested or contingent; (c) Lessee's interest in the Equipment is limited to that of a lessee only and Lessor retains all the rights of owner therein; (d) any provisions in this Lease indicating to the contrary are for precautionary purposes only; and (e) Equipment will remain the personal property of Lessor even if physically attached to real property. Lessee shall keep the Equipment free of encumbrances (other than this Lease or encumbrances created by Lessor or Assignee).

10. Risk of Loss. From delivery of the Equipment by Seller or Lessor to a carrier for shipment to Lessee until the Equipment is returned to and received by Lessor ("**Possession Period**"), Lessee bears the entire risk of any whole or partial damage to or loss, theft, destruction, or taking of any Equipment from any cause or by any means (collectively, "**Loss**"), including Losses from acts of God or by governmental requisition, expropriation, or eminent domain. Lessee shall give Lessor notice within 10 days of any Loss ("**Loss Notice**"). Except as provided in this section, no Loss will condition, reduce, or relieve Lessee's Lease obligations, including its obligation to pay Rental Payments in full. If any Equipment is damaged but can be economically repaired, Lessee will immediately place it in good working order and condition. Upon the occurrence of any other kind of Loss, or if Lessee does not place damaged but economically repairable Equipment in good working order and condition within 30 days, Lessee will on demand pay Lessor the Lessor's Return (as defined in Section 19 below), calculated by Lessor as of the date of Loss, and, upon Lessor's receipt thereof and of any other amounts that are or have become due under this Lease (including Taxes on the Lessor's Return), this Lease will terminate and Lessee will be entitled to Lessor's interest in the Equipment. If some but not all of the Equipment is subject to a Loss, this paragraph will apply ratably, as reasonably determined by Lessor, only to the subject Equipment (and a proportionate amount of any non-hardware financed items).

11. Insurance. Lessee will at its expense during the Possession Period maintain: (a) insurance against the loss, theft, or damage to the Equipment for its full replacement value, naming Lessor as sole lender loss payee; and (b) commercial general liability and third party property damage insurance in the amount of \$1 million or such other amount as may be requested by Lessor, per occurrence, naming Lessor as an additional insured. Such insurance must: be reasonably satisfactory to Lessor; contain the insurer's agreement to give Lessor 30 days' written

notice before any cancellation or material change; be payable to Lessor regardless of any act, omission or breach by Lessee; and provide for commercially reasonable deductibles satisfactory to Lessor. Lessee shall provide Lessor with certificates, copies, and other evidence of such insurance, and, before the expiration or cancellation thereof, renewals or replacements. Any insurance proceeds of such insurance received by Lessor or Assignee in respect of events with respect to which Lessee has concurrent Lease obligations (including under Sections 10 above or 15 below) will be applied by Lessor to those obligations. Lessee has no right to the benefit of any insurance maintained by Lessor.

12. Assignment of Warranties. Lessee is entitled under the Uniform Commercial Code—Leases (Article 2A) to the promises and warranties provided to Lessor by Seller or Manufacturer or any third party in connection with the Equipment. Lessor assigns to Lessee, without recourse, during the Term, and whenever Lessor otherwise assigns the Equipment to Lessee, any such promises and warranties to the extent assignable. Lessor will reasonably cooperate with Lessee, at Lessee's request and expense, in pursuing and obtaining for Lessee the benefit of any such promises and warranties that are not assignable. Lessee may communicate with any maker of such promises and warranties and receive an accurate and complete statement thereof, including any disclaimers and limitations thereon or on any remedies. Lessor does not make any statement, representation, warranty, promise, or condition made by Seller or Manufacturer or any other third party, nor is Lessor the agent of any such person, nor is any such person Lessor's agent (even if Lessor and any of them are affiliated or closely connected by ownership, contract, or otherwise).

13. Disclaimers and Limitations. Lessee leases the Equipment and finances the Soft Cost Items from Lessor **As-Is, Where-Is, on a nonrecourse basis, and without warranty** (other than the warranty of quiet enjoyment provided in Section 23 below). Whenever Lessee purchases or is otherwise entitled to Lessor's interest in any Equipment: (a) Lessor will assign such Equipment **As-Is, Where-Is, and without warranty**, but without limiting Lessor's assignment of warranties under Section 12 above, and Lessor will nonetheless warrant the absence of any encumbrances by, through, or under Lessor; and (b) Lessor will provide Lessee with Lessor's standard bill of sale to the foregoing effect on request.

Except as expressly stated in this Lease, Lessor disclaims any and all representations, warranties, statements, agreements, and conditions, expressed or implied, including as to: any Equipment's or Soft Cost Items' design, compliance with specifications, durability, quality, operation, condition (whether or not discoverable), merchantability, fitness for any particular purpose, workmanship, performance, or title; and issues regarding any infringement of the intellectual property rights of any person or any patent, trademark, or copyright infringement or the like; and any other matter of any kind whatsoever relating to any Equipment or Soft Cost Items or this Lease.

Lessor will be liable in damages to Lessee for Lessor's negligence, willful misconduct, or breach in performing this Lease, **but Lessee may only pursue any such remedy in a separate action at law for direct damages, and Lessor will have no other liability under or relating to this Lease or the Equipment to Lessee, or its customers, or any other persons, including for specific performance of this Lease, or for damages of any kind based on strict or absolute tort liability, or for indirect, special, or consequential damages.** In no event will Lessor have any liability in of any kind to Lessee or any other person as to any programs or data residing on or accompanying any Equipment at any time, including upon any Equipment's return to or repossession by Lessor.

Except to the extent of Lessee's obligations for Claims and Taxes under this Lease, and without limiting its liability for any amounts included in the Rental Payments, Lessor's Return, or other amounts that may from time to time be or scheduled to become due under this Lease, **Lessee will have no other liability under this Lease or relating to the Equipment for indirect, special, or consequential damages.**

This Lease is hereby agreed to be a statutory *finance lease* (as defined in Article 2A of the Uniform Commercial Code) and to be governed solely by its terms, excluding all contrary provisions of law (other than mandatory provisions law the parties cannot lawfully waive). **This Lease, the parties' performance of this Lease, and their other actions relating to this Lease are to be considered so as to give the fullest possible effect to such agreement.** Nothing in this section is intended to affect Lessee's rights (enforceable only in a separate action

at law for damages) against any third party, including the maker(s) of any of the promises and warranties assigned to Lessee under Section 12 above.

14. Lessee Warranties. Lessee represents and warrants, each time it executes a Schedule or Acceptance Certificate, that:

- (a) Lessee is duly organized and in good standing under applicable law in the jurisdictions of its organization and domicile and in which Equipment may be located with full power and authority to enter into and perform this Lease.
- (b) This Lease is enforceable against Lessee in accordance with its terms, subject to laws of general application affecting creditors' rights generally, and does not breach or create a default under any instrument or agreement binding on Lessee.
- (c) No proceedings exist before any court or administrative agency that would have a material adverse effect on Lessee, this Lease, or the Equipment, nor has Lessee been threatened with any such proceedings.
- (d) The financial statements and other financial information made available by Lessee have been prepared in accordance with generally accepted accounting principles and accurately present Lessee's financial position as of the dates given.
- (e) Lessee's chief executive office is located at its address indicated in this Lease.

15. Indemnity. Lessee will indemnify Lessor against and hold Lessor harmless from all liabilities, damages, taxes, losses (including losses of tax benefits), penalties, expenses, claims, actions, and suits, whether based on a theory of strict liability or statutory or regulatory liability of Lessor or otherwise, incurred, owed, or paid by Lessor to any third party, including reasonable legal fees, disbursements, and costs of any persons' counsel (collectively, "**Claims**"), relating to the operation, selection, manufacture, purchase (by Lessee or Lessor), ownership (for strict liability in tort or for statutory or regulatory liability), condition existing or arising during the Term or Possession Period (whether or not discoverable), leasing, provision, possession, maintenance, delivery, return, sale (by Lessor to Lessee), of the Equipment or Soft Cost Items, as well as any Claims relating to Lessee's contest of Taxes or Lessor's contest of Taxes at Lessee's behest. However, Lessee will not be liable under this section: (a) after Lessor is required to purchase and lease the Equipment and pay for the Soft Cost Items, for the net price of the Equipment and Soft Cost Items included within the Lessor's Basis due by Lessor to Seller; or (b) to a person (including Lessor or Assignee) for any Claims to the extent resulting from that person's negligence or willful misconduct or breach in performing this Lease (if and to the extent this Lease has in writing been agreed to or assumed by the person).

16. Surrender of Equipment. Whenever Lessee is required or permitted to return Equipment, Lessee will (or, at Lessor's request, Lessee will have the Manufacturer or another party acceptable to Lessor), at Lessee's expense, deinstall, inspect, and properly pack the Equipment, and return the Equipment to Lessor by a common carrier (selected by Lessor if so advised), to a destination within the continental USA specified by Lessor, accompanied by the relocation inventory or similar form completed by the deinstaller. However, for Equipment whose original Equipment Location is within the continental USA, if the return destination is more than 1,000 miles from the original or final Equipment Location (whichever is closer to the return destination), Lessee's freight expense in returning the Equipment will be limited to the amount that would be incurred if the return destination were within such a distance. Lessor is not required to accept any return of Equipment more than one month before the expiration of the Term. Any return of Equipment accepted by Lessor releases Lessee of its leasehold rights and possessory interest in the Equipment, but will not otherwise constitute a termination of the Term or this Lease or Lessee's related obligations.

When received by Lessor, the Equipment must be: (a) in good working order, reasonably clean and cosmetically good, and in the same condition as when shipped to Lessee, reasonable wear and tear excepted; (b) free of password protection, application programs, and data; (c) if applicable to the operation of the Equipment, free of consumables and of fuel, chemicals, or wastes and free of all toxic, hazardous, or dangerous materials not originally a part of the Equipment; and (d) except for personal computers, at the Manufacturer's minimum acceptable and current engineering level, and certified by the Manufacturer as eligible for its maintenance contract, if generally available, at then prevailing rates without the need for Lessor to incur any repair, rehabilitation, or certification expense ("**Maintenance Certified**"). Lessee will be liable to Lessor for all expenses Lessor incurs or would incur in placing the

Equipment in the condition required by this Lease (whether or not Lessor actually does place the Equipment in such condition), up to the Fair Market Value of the Equipment. Any additions to the Equipment not removed before return will become Lessor's exclusive property (lien free) or, at Lessor's option and Lessee's expense, removed and returned to Lessee or sold, destroyed, or otherwise disposed of, all without any liability on the part of Lessor or any other person to Lessee or any other person, and the Equipment restored to its original condition.

For personal computers, Lessee will have the option, when returning Equipment at the expiration of the Term, in lieu of any complete system of original Equipment it would otherwise be required to return ("**Original Equipment**"), of returning a comparable complete system of substitute equipment, which: is owned by Lessee free of encumbrances; was acquired by Lessee in the ordinary course of business and not for purposes of being substitute equipment under this Lease; is of the same model, manufacturer, configuration, and value (as determined by Lessor) as the Original Equipment; and is in the condition required by this Lease for the return of Original Equipment ("**Substitute Equipment**"). In order to exercise this option, Lessee must in the Exercise Notice given under Section 6 above state that it is returning Substitute Equipment and identify (by equipment type and serial number) both the Substitute Equipment being returned and the Original Equipment being substituted for. Upon the return by Lessee of any equipment as Substitute Equipment under this Lease, Lessee represents and warrants that: Lessor will have good and marketable title to the Substitute Equipment, free of encumbrances; and such equipment will satisfy the requirements of being Substitute Equipment under this Lease. Upon the return of Substitute Equipment in compliance with the terms of this paragraph, Lessee will be entitled to Lessor's interest in the Original Equipment.

17. Default. It is an "**Event of Default**" under this Agreement and all Schedules for any of the following events to occur:

- (a) Lessee's failure to pay any amount due under this Lease continues for 10 days after notice.
- (b) Lessee's failure to observe any provision of this Lease continues for 30 days after notice.
- (c) A representation or warranty or statement made by Lessee in this Lease or in any other document provided by Lessee is incorrect in any material respect when made, or Lessee fails to observe the provisions of Sections 8(c) or (m) above or 21 below, or any Equipment is levied against, seized, or attached.
- (d) Lessee makes or seeks an assignment for the benefit of creditors, or becomes insolvent, or is the subject of a petition or proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency, or receivership law, or Lessee sells or assigns any substantial portion of its inventory, equipment, or assets outside of the ordinary course of its business, or any action is taken with a view to Lessee's termination or the termination of its business, and, if any of the foregoing events is not voluntary as to Lessee, it continues for 60 days.
- (e) Any guarantor of this Lease dies or breaches or defaults under its guaranty or is the subject of an event of a type listed in subsection (d) above.
- (f) A default or event of default occurs under any other lease, loan, finance agreement, or other credit arrangement between Lessor and Lessee.

18. Remedies. If an Event of Default is continuing, or if at any time during the continuance of an Event of Default Lessor has with notice to Lessee declared the occurrence of the Event of Default, Lessor may in its sole discretion exercise any one or more of these remedies:

- (a) Terminate this Lease.
- (b) Take possession of, or render unusable, any Equipment wherever located, without notice or process of law (but without breaching the peace and subject to any applicable law), and without liability for damages occasioned by such action (except for direct damages to the extent caused by Lessor's negligence or willful misconduct in exercising this remedy).
- (c) Require Lessee to return the Equipment to a location designated by Lessor in the condition required by and accordance with the terms of Section 16 above.
- (d) Declare the Lessor's Return (as defined in Section 19 below), calculated by Lessor as of the date of the declaration, due and payable in lieu of any later Rental Payments scheduled to come due under this Lease before the then effective expiration date of the Term. Upon Lessor's receipt of the Lessor's Return under this subsection, plus all other amounts that are or become due under this

Lease, this Lease will terminate and Lessee will be entitled to Lessor's interest in the Equipment.

- (e) Proceed by court action to enforce performance by Lessee of this Lease.

- (f) Exercise any other right or remedy available at law or in equity.

Also, Lessee will reimburse Lessor for all expenses (including legal fees and disbursements and costs) incurred by Lessor in enforcing this Lease. Lessor's sole obligation to mitigate its damages is that if it repossesses any Equipment pursuant to this section Lessor will lease, sell, or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice, and at public or private sale, and apply the net proceeds (after deducting all expenses of disposition), if any, to the amounts owed to Lessor; but Lessee will remain liable to Lessor for any deficiency that remains after any such disposition. With respect to any notice of sale required by law, 10 days' notice is reasonable notice. Except to the extent contrary to applicable law, the remedies provided in this Lease are cumulative and in addition to all other rights or remedies now or hereafter existing under this Lease, or at law or in equity, and Lessor may enforce its remedies concurrently and from time to time.

19. Lessor's Return. The parties agree to liquidate the amount of Lessor's damages and compensation for the benefit of its bargain resulting from a Loss or Event of Default as provided in this section. Therefore, as compensation for unpaid Rental Payments scheduled to become due, and the anticipated value of the Equipment, the parties agree that Lessor will be entitled to a "**Lessor's Return**," which will be defined as, together with related Taxes: (a) 105% of the Lessor's Basis minus 70% of the Rental Payments (excluding Taxes) having come due since the Base Term Commencement Date; or, if greater, (b) the Present Value (as defined in Section 27 below) of the unpaid Rental Payments scheduled to become due through the last day of the then effective Term, plus the Lessor's estimate of the Fair Market Value price of the Equipment on the last day of the Term. However, if (and only if) this Lease gives Lessee the right, obligation, or option to acquire all of the Equipment at the end of the Term for no additional consideration or a price which is (or is limited to) a stated amount, including an amount stated as a percentage of the Lessor's Basis, the Lessor's Return will be the Present Value of the Rental Payments scheduled to become due through the last day of the then effective Term, plus such stated amount.

20. Assignment By Lessor. Lessor may in whole or in part assign this Lease and any Equipment, in any manner, including by granting or assigning any encumbrance or other interest in this Lease or any Equipment, without notice to Lessee, to any person ("**Assignee**"). **No such assignment will relieve Lessor of its obligations under this Lease or otherwise be deemed to materially change Lessee's or Lessor's respective obligations, burdens, or risks under this Lease.** As more particularly provided in Section 5 above, Lessee's obligation to pay Rental Payments and other amounts under this Lease to Assignee will continue to be (except to the limited extent provided in Section 23 below) independent, absolute, and unconditional and not subject to demand, abatement, reduction, offset, recoupment, notice, cross-claim, counterclaim, or any other defense whatsoever, and Lessee specifically agrees not to assert against any Assignee any claim or defense Lessee may have against Lessor, Seller, or any other person, and no Assignee will be liable for Lessor's negligence, willful misconduct, or breach in performing this Lease or its actions or inactions under this Lease. Lessee will not require Assignee to perform any obligations of Lessor other than the warranty of quiet enjoyment provided in Section 23 below and any other obligations expressly assumed by the Assignee in writing. If Lessee is notified of an assignment, Lessee will not permit this Lease to be amended or any of its terms waived without Assignee's prior written consent, and Lessee will execute such acknowledgments of assignment as may be reasonably requested. Any Assignee will be entitled to all of Lessor's rights, powers, and privileges under this Lease to the extent of the assignment, including the right to make further assignments. Lessor may provide copies of this Lease or related documents or information concerning Lessee and its obligations to any Assignee, prospective Assignee, affiliate, or other person.

21. Assignment By Lessee. Without Lessor's prior written consent (not to be unreasonably withheld) Lessee shall not assign or grant any interest in this Lease or assign, grant, or sublet any interest in any Equipment. No assignment or sublease will discharge or diminish Lessee's obligations under this Lease, and Lessee will continue to be primarily, independently, and unconditionally liable for this Lease following the event.

22. Counterparts; Financing Statements. This Agreement and any Schedule may be executed in one or more counterparts. If there is only

one such counterpart, it will be the "Original"; otherwise, one such counterpart will be marked as and be the "Original" and any other counterparts will be marked as and be "Duplicates." No transfer of or security interest in this Lease may be perfected by possession or control under applicable secured transactions law except through possession or control of the Original or authoritative copy of the Schedule together with possession of or access to a Duplicate, photocopy, or other reliably made copy of this Agreement. Lessee authorizes Lessor and its agents to file financing statements to give public notice of Lessor's interest in the Equipment and any proceeds thereof or any other items Lessor anticipates may be leased by Lessor to Lessee under this Lease (whether or not the Schedule therefor has been executed) or under any other anticipated lease, loan, finance agreement, or other credit arrangement (whether or not executed), but Lessor will terminate or amend any financing statement covering items in which it has and anticipates no interest, at Lessee's request and Lessor's expense.

23. Quiet Enjoyment. So long as no Event of Default is continuing, Lessor will not interfere with Lessee's quiet enjoyment of the Equipment. If a failure by Lessor (or an Assignee) to materially observe the foregoing warranty of quiet enjoyment continues for 10 days after notice, Lessee may in its absolute discretion exercise any one or more of the following remedies (which will be its exclusive remedies for such failure): (a) by notice terminate this Lease (including its obligation to pay Rental Payments) as it relates to such Equipment; or (b) proceed in a separate action at law against the breaching person to recover all direct damages suffered by Lessee as a result of such failure.

24. Fair Market Value. "Fair Market Value" is the price or rent, as applicable, that would be obtained at arm's length between informed and willing parties, neither under compulsion to contract, for the sale or lease of Equipment presuming the Equipment is: in installed, continued, and uninterrupted use by the buyer or lessee; in the condition required by this Lease; except for personal computers, Maintenance Certified; and being sold with the software necessary for its use readily available at reasonable rates. Fair Market Value will be determined by Lessor, but if Lessee objects in writing to Lessor's determination within 10 days after Lessor communicates its determination to Lessee's representative in writing or by email, then Fair Market Value will at Lessee's expense be determined by an independent appraiser selected by Lessor and reasonably satisfactory to Lessee.

25. Late Performance. Amounts due under this Lease not paid within 30 days of their due dates will bear interest from their due dates, at 12% per annum, or such lesser rate as may be the maximum lawful rate, payable on demand.

26. Prorations. Payments for periods not consisting of whole calendar months, quarters, or other periods will be prorated on the basis of 30-day months, 90-day quarters, and 360-day years.

27. Present Value. "Present Value" is the present value of the amount in question discounted to the date present value is to be determined at the Present Value Rate on the day most recently reported before the date of determination or on the Base Term Commencement Date, whichever rate is less. The "Present Value Rate" is three-fifths of the lowest prime rate of interest as determined by Lessor from reasonably reliable sources, such as the US Federal Reserve System, Bloomberg, *The Wall Street Journal*, or Lessor's own prime rate.

28. Further Assurances. Lessee will promptly execute such documents and take such further action as Lessor may from time to time reasonably request in order to carry out the intent of this Lease or protect or perfect the rights, interests, and remedies of Lessor reasonably intended to be created thereunder.

29. Notices. Notices under this Lease must be in writing and will be deemed received when delivered to the receiving party's address set forth

in this Lease, or at such other address as that party may have notified the other as its address for notice.

30. Interpretation. Terms of inclusion mean inclusion without limitation. The term *software* includes all forms of intangible rights. This Lease will survive its performance, expiration, or termination, and any return or sale of the Equipment, and remain in full force and effect with respect to events or conditions occurring or existing during (or fairly attributable to) the Term or Possession Period. Any waiver or failure of a party to require strict observance of a provision of this Lease will not constitute a waiver of any other breach of the same or any other provision of this Lease (or any similar provision of any other lease, loan, finance agreement, or other credit arrangement between the parties). This Lease will be binding only when Lessee executes it and Lessor accepts it either by executing it or paying Seller for any Equipment or Soft Cost Items (and Lessee need only be advised of Lessor's acceptance on request). This Lease may be amended only with both parties' written agreement. This Lease binds and benefits the parties' successors and permitted assigns. Page numbering of documents relating to this Lease may be inclusive or exclusive of their exhibits, attachments, or other parts.

31. Software; Soft Cost Items. The Equipment may contain software in which the parties have no ownership or other proprietary rights. Where required by a Seller or Manufacturer, Lessee will enter into a license or other agreement for the use of the software, which agreement will be separate and distinct from this Lease, and Lessor will have no rights or obligations thereunder unless otherwise agreed by it in writing. Any rent attributable to Lessor's financing of software or other Soft Cost Items will, as more particularly provided in Section 5 above, be paid as rent regardless of Lessee's dissatisfaction with, or the failure or quality of, the Soft Cost Items. All software and other Soft Cost Items are provided directly to Lessee, and not by Lessor, regardless of anything to the contrary in this Lease; their listing in this Lease or any purchase documents or other agreement entered into by Lessor, Lessee, Supplier, or others; and any contrary characterization thereof (herein, therein, or otherwise).

32. Signatures; Copies. At Lessor's option this Lease and related documents will be signed and delivered electronically through Lessor's account with DocuSign or another electronic signatures provider under the electronic contracting process and terms thereof. Otherwise, if Lessee and Lessor have supplemented this Agreement in writing to provide for other kinds of electronic signature and delivery, Lessee may sign and deliver this Lease and related documents as provided therein. In any proceeding relating to this Lease, a party may produce a reliably made copy of an instrument rather than the original and such copy will be considered the original for all evidentiary purposes.

33. Invalidity. A provision of this Lease or any related document that is or becomes invalid will be ineffective only to the extent of the invalidity, without affecting the remainder of such provision or this Lease.

34. Applicable Law. This Lease is governed by the laws of the state within which Lessee is organized without regard to conflicts of law principles. The parties consent to the jurisdiction of, and waive any objection to or immunity from or venue in, the courts in the state in which Lessee is organized. If (and to the fullest extent permitted) by law, the parties irrevocably waive trial by jury in any proceeding between them relating to this Lease or the Equipment.

35. Identification Requirements. Federal law requires financial institutions to obtain, verify, and record information identifying persons opening accounts. Therefore, Lessor will ask for Lessee's and its related persons' names, addresses, dates of birth, and other identifying information, and it may also ask for identifying documents, including driver's licenses.

Lessee acknowledges receipt of a true copy of this Agreement and that none of its provisions are missing or illegible. This Lease constitutes the entire agreement of the parties relating to its subject matter.

City of Madison, Alabama (Lessee)

Huntington Technology Finance, a division of The Huntington National Bank (Lessor)

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

Madison PD/CF33 i7 NVME 3 Years/60

Quote # 007524
Version 1

Quote Prepared for:

Madison Police Department-AL

Toby Jenkins
toby.jenkins@madisonal.gov

Prepared by:

ProLogic ITS LLC

Lance Bullock
lance.bullock@prologicits.com

WWW.PROLOGICITS.COM

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FZ-SVCFESSEG	PANASONIC:CONSULTING SERVICES - ONE SEGMENT (NUMBER OF SEGMENTS REQUIRED FOR PROJECT TBD BEFORE SALE BY ENGINEERING - SOW OR SDD REQUIRED)	\$5,329.47	3	\$15,988.41
CF-334Z-ONAM	PANASONIC:BSKU, Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0 QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP	\$3,923.89	60	\$235,433.40
CF-VEK335LMP	PANASONIC:Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kic	\$501.34	60	\$30,080.40
HA-33LDS2L	PANASONIC:Havis Premium Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. Includes LIND power supply. USB -6, Serial, LAN -2, HDMI, VGA, Dual RF. Features two front USB ports for easy access. Requires Premium Keyboard (sold separately).	\$1,013.28	60	\$60,796.80

Subtotal: **\$342,299.01**

Madison PD/CF33 i7 NVME 3 Years/60

Prepared for:

Madison Police Department-AL
 100 Hughes Road
 Madison, Alabama 35758
 Toby Jenkins
 (256) 772-5607
 toby.jenkins@madisonal.gov

Bill To:

Madison Police Department-AL
 Toby Jenkins
 100 Hughes Road
 Madison, Alabama 35758

Ship To:

Madison Police Department-AL
 Toby Jenkins
 100 Hughes Road
 Madison, Alabama 35758

Quote Information:

Quote #: 007524
 Version: 1
 Delivery Date: 03/21/2024
 Expiration Date: 04/25/2024

Quote Summary

Description	Amount
Products	\$342,299.01
Total: \$342,299.01	

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). A PO is required for orders exceeding \$10,000. Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

Madison Police Department-AL

Signature: _____
 Name: **Paul Finley**
 Title: **Mayor**
 Date: **April , 2024**

RESOLUTION NO. 2024-103-R**AWARDING CONTRACT FOR ASPHALT PAVING SERVICES
TO ROGERS GROUP, INC. PURSUANT TO BID. NO. 2024-004-
ITB**

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 completion of asphalt paving projects and related tasks at various locations throughout the City of Madison on an as-needed basis (hereinafter, cumulatively, “Project”); 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 April 3, 2024, 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 has informed the City Council that **Rogers Group, Inc.**, has submitted a Bid for the Project, and 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 City of the Bid’s satisfactory compliance with all requirements set forth in the bid specifications and the 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 **Rogers Group, 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 in accordance with Ala. Code § 39-5-1(b) (1975), 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 **Rogers Group, Inc.**, as the lowest responsible and responsive bidder in the Bid amount of approximately three million six hundred thirty-nine thousand five hundred forty-six dollars (**\$3,639,546.00**), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon the finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Rogers Group, Inc.** of the City’s intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by the City’s plans and specifications.

SECTION 4. That this award is conditioned upon **Rogers Group, 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 notification from the appropriate City representatives that 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 **Rogers Group, Inc.** for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6. That upon notification from the appropriate City representatives that all requirements for compliant and lawful execution of the resulting Contract have been satisfied by Bidder and that the Mayor has executed such Contract on behalf of the City, the City Attorney shall be, and is hereby, authorized to issue the appropriate Notice to Proceed to the Contractor along with any other documentation necessary to initiate construction of the Project.

SECTION 7. That upon request and notification from the appropriate department that the terms of the Contract preceding and qualifying payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Rogers Group, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 8th day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama


Updated Bidder Pricing Sheet - Addendum #2

2024-004-ITB / Asphalt Paving

ITEM	ALDOT ITEM NO	ITEM DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT	NOTES
1	424-A	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, ESAL Range A/B	20,000	Ton	\$ 80.60	\$1,612,000.00	Asphalt wearing surface for roadways over 500 tons.
2	424-A	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, ESAL Range A/B	10,000	Ton	\$ 83.30	\$833,000.00	Asphalt wearing surface for roadways under 500 tons.
3	424-A	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, ESAL Range A/B	1,000	Ton	\$ 86.00	\$86,000.00	Asphalt wearing surface for roadways utilizing silicious material.
4	424-A	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size, ESAL Range A/B	2,000	Ton	\$ 84.45	\$168,900.00	Asphalt wearing surface for parking lots.
5	424-A	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size, ESAL Range A/B – FOB Plant	3,000	Ton	\$ 58.00	\$174,000.00	Asphalt material received by Owner at plant.
6	424-B	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Maximum Aggregate Size, ESAL Range A/B	3,000	Ton	\$ 64.90	\$194,700.00	Asphalt binder layer for roadways and leveling.
7	424-B	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Maximum Aggregate Size, ESAL Range A/B	1,200	Ton	\$ 68.70	\$82,440.00	Asphalt binder layer for parking lots.
8	424-B	Superpave Bituminous Concrete Upper Binder Layer, Leveling, ¾" Maximum Aggregate Size, ESAL Range A/B	1,500	Ton	\$ 70.50	\$105,750.00	Asphalt binder layer for roadways and leveling.
9	424-B	Superpave Bituminous Concrete Upper Binder Layer ¾" Maximum Aggregate Size, ESAL Range A/B – FOB Plant	500	Ton	\$ 49.00	\$24,500.00	Asphalt material received by Owner at plant.
10	424-C	Superpave Bituminous Concrete Base Layer, Widening, 1" Maximum Aggregate Size, ESAL Range A/B	1,000	Ton	\$ 81.30	\$81,300.00	Asphalt base layer for roadway widening.
11	424-C	Superpave Bituminous Concrete Base Layer, Patching, 1" Maximum Aggregate Size, ESAL Range A/B	1,000	Ton	\$ 106.41	\$106,410.00	Asphalt base layer for roadway patching.
12	430-B	Aggregate Surfacing (Crushed Aggregate Base with stone no larger than 1/4")	2,000	Ton	\$ 27.25	\$54,500.00	Aggregate material for shoulder repair and widening.
13	408-A	Planing Existing Pavement (App. 0-2")	135,000	SY	\$ 0.60	\$81,000.00	Planing existing mainline pavement.
14	408-A	Planing Existing Pavement (App. 2-4")	40,000	SY	\$ 0.75	\$30,000.00	Planing existing mainline pavement.
15	408-A	Planing Existing Pavement (Ap., 0-2")	5,000	SY	\$ 0.60	\$3,000.00	Planing existing keyway pavement.
16	N/A	Night Work Milling - Qty TBD; just price 1 unit	1	SY	\$ 5.00	\$5.00	
17	N/A	Night Work Paving - Qty TBD; just price 1 unit	1	Ton	\$ 10.00	\$10.00	
18	N/A	Traffic Markers	1	Each	\$ 8.00	\$8.00	
19	N/A	Striping - TCM/TCL CL1	1	LF	\$ 3.65	\$3.65	Price per linear foot.
20	N/A	Striping - TCM/TCL CL2	1	LF	\$ 8.50	\$8.50	Price per linear foot.
21	N/A	Striping - Sol Yel Temp	1	LF	\$ 0.35	\$0.35	Price per linear foot.
22	N/A	Striping - Sol Wht Temp	1	LF	\$ 0.35	\$0.35	Price per linear foot.
23	N/A	Striping - Sol Yel CL2	1	LF	\$ 0.90	\$0.90	Price per linear foot.
24	N/A	Striping - Sol Wht CL2	1	LF	\$ 0.90	\$0.90	Price per linear foot.
25	N/A	Striping - Bro Yel CL2	1	LF	\$ 0.60	\$0.60	Price per linear foot.
26	N/A	Striping - Bro Wht CL2	1	LF	\$ 0.60	\$0.60	Price per linear foot.

Updated Bidder Pricing Sheet - Addendum #2

2024-004-ITB / Asphalt Paving

ITEM	ALDOT ITEM NO	ITEM DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT	NOTES
27	N/A	Striping - Bro Yel Temp	1	LF	\$ 0.35	\$0.35	Price per linear foot.
28	N/A	Striping - Bro Wht Temp	1	LF	\$ 0.35	\$0.35	Price per linear foot.
29	N/A	Striping - Dotted CL1	1	LF	\$ 2.75	\$2.75	Price per linear foot.
30	N/A	Striping - Dotted CL2	1	LF	\$ 3.75	\$3.75	Price per linear foot.
31	N/A	Gas Valves	1	Each	\$ 200.00	\$200.00	
32	N/A	Water Valves	1	Each	\$ 200.00	\$200.00	Can be import
33	N/A	Sewer manholes	1	Each	\$ 800.00	\$800.00	Sewer manhole risers are to be of the solid cast iron style.
34	N/A	Risers	1	Each	\$ 800.00	\$800.00	
TOTAL BASE BID AMOUNT:						\$3,639,546.05	
Bidder Name:		Rogers Group, Inc.					
Address:		2512 Triana Blvd. SW					
City/State/Zip:		Huntsville, AL 35805					
<p>I, <u>David South</u>, as <u>Controller-Alabama</u> for the above named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.</p>							
							
		<u>April 3, 2024</u>		Signature of Authorized Representative			
		Date					



2024-004-ITB / Asphalt Paving
Issued March 13, 2024

BID TABULATION

BIDDER NAME	Rogers Group, Inc.	APAC – Alabama, Inc.	Grayson Carter & Son Contracting, Inc.	Wiregrass Construction Company, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y
TOTAL BASE BID	\$3,639,546.05	\$3,676,453.71	\$3,722,696.02	\$3,949,163.11

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden

Alicia Walden
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 3rd day of April, 2024.

Kristen N. Bruseeth
 Notary Public

