



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
July 24, 2023

AGENDA NO. 2023-14-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. Father Brian Lowe, St. John Catholic Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-13-RG, dated July 10, 2023

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

Public comments pertaining to agenda-related items 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. 2023-229-R:** Authorizing the Mayor to accept a pricing proposal from Unico Technology for software subscription renewal in the amount of \$8,353.61 (to be paid from IT Department budget)

C. **Resolution No. 2023-230-R:** Authorizing the Mayor to accept a pricing proposal from SHI International Corporation for software subscription renewal in the amount of \$11,961.00 (to be paid from IT Department budget)

- D. Approval to accept donations from M.C. Flurer in the amount of \$25, and L. Tucker in the amount of \$30 (to be deposited into Senior Center Donation account)
- E. Approval to accept appropriations from Madison County Commission in the amount of \$11,000 (to be deposited into Fire Department Donation account)

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

A. **Resolution No. 2023-239-R:** Authorizing funding from the City Council Special Projects Budget for landscaping in downtown Madison in the amount of \$6,500

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

A. **Resolution No. 2023-231-R:** Authorizing the video recording and archiving of the July 19, 2023, City Council Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. 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. 2023-224-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for the vacant lot behind 450 Oakland Road

B. **Resolution No. 2023-233-R:** Approval for an Off-Premises Beer and Wine license for Ratan Om Inc., doing business as Madison Chevron Star Fuel, for their location at 8907 Madison Boulevard.

13. DEPARTMENT REPORTS

ENGINEERING

A. **Resolution No. 2023-228-R:** Authorizing a Professional Services Agreement with GEO Solutions, LLC in an amount not to exceed \$1,850.00 for Geotechnical Determination for Church Street, Arnett Street, Front Street, and College Street on Project 23-020 (to be paid from Engineering Department budget)

B. **Resolution No. 2023-234-R:** Authorizing purchase of property for Browns Ferry Road Culvert Project in the amount of \$19,600 to be paid to owner Christy Nickelson

C. **Resolution No. 2023-237-R:** Authorizing the total scope of the ALDOT agreement for the Madison Boulevard improvement project

LEGAL

- A. Proposed Ordinance No. 2023-128:** Authorizing a Franchise Agreement with Crown Castle Fiber, LLC for small cell placement and installation of fiber lines (First Reading 07/10/2023)
- B. Ordinance No. 2023-240:** Authorizing Madison Utility's request to dispose of .0007-acre property on Wall-Triana Highway no longer being utilized (First Reading)

PLANNING

- A. Proposed Ordinance No. 2023-220:** Vacation of utility and drainage easement located within 120 Lake Crest Drive, Lot 29 of Silver Creek Subdivision, Phase V (First Reading 07/10/2023)
- B. Proposed Ordinance No. 2023-221:** Vacation of utility and drainage easement located within Lots 26-38 of The Heights at Town Madison, Phase 5 (First Reading 07/10/2023)

RECREATION

- A. Resolution No. 2023-222-R:** Authorizing a contract with Baseline Sports Construction, LLC in the amount of \$128,253 for Intergraph Park LED lighting installation (to be paid from Fund 38)

REVENUE

- A. Proposed Ordinance No. 2023-210:** Amending Chapter 10 of City Code to add NAICS Business License Titles (Liquor- Manufacturer and Media Streaming Distribution) (First Reading 07/10/2023)

14. ADDITIONAL 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

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. 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. 2023-13-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
July 10, 2023**

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, 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, July 10, 2023, 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 Troy L. Garner from Fellowship of Faith 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, Information Technology Support Technician Rhianna O'Reilly, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Mark Lambert, Pastor Troy Garner, Jeff Boone, Bernadette Mayer, Matt Mullins

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested the following amendment be removed from the agenda for further review:

- **Under Recreation, Item B, Resolution No. 2023-222-R**, Authorizing a contract with Baseline Sports Construction, LLC in the amount of \$128,253 for Intergraph Park LED lighting installation (to be paid from Fund 38)

Council President Bartlett approved removal of item from agenda.

APPROVAL OF MINUTES

MINUTES NO. 2023-06-WS, DATED JUNE 21, 2023

Council Member Spears moved to approve Minutes No. 2023-06-WS. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

MINUTES NO. 2023-12-RG DATED JUNE 26, 2023

Council Member Powell moved to approve Minutes No. 2023-12-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

None

PUBLIC COMMENTS-AGENDA RELATED

*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.*

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- ADA sidewalks and ramps
- Mid-year city budget
- Change order with AECOM contract
- Recreation and street LED lighting

MARGI DALY (DISTRICT 6)

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

- Change Order with AECOM contract
- Franchise agreements and fees
- Contracts with no bid
- Flooding concerns from sewers
- Liquor- Manufacturer and Media Streaming Distribution

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Shaw shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order.

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

General Operating account	\$1,669,516.93
Gasoline Tax & Petroleum Inspection fees	\$29,742.89
CIP Bond Accounts	\$133,199.67
Library Building Fund	\$77,268.42

Regular and periodic bills to be paid

Resolution No. 2023-225-R: Providing for the disposal of personal property of negligible value (2008 Nissan Xterra and 2012 Jeep Liberty) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Resolution No. 2023-226-R: Providing for the disposal of personal property formerly used by the Police Department (Scan Snap Color Imaging Scanner Serial #029561 Model #S500 City Asset Tag 05000 and Dell Laptop Model# PP04X City Asset Tag 0554) that is declared surplus as it has no useful life or fixed asset value pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Approval of payment to Midsouth Paving Inc. in the amount of \$103,838.14 for Project No. 21-017 | Hughes Road at Will Halsey Way (Invoice No. 403235-001Rev1) (to be paid from 2020-A Bond account)

Approval to solicit bids for construction of ADA sidewalk ramps in Homeplace Subdivision

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:

- Public meeting on redistricting maps by Slaughter and Associates on July 17 at 5:30 p.m. in City Council Chambers
- Significant savings on LED street lighting changeover:
 - FY 2021 \$535,922
 - FY 2022 \$614,844
 - FY 2023 to June \$165,303
- Record breaking attendance at Trash Pandas baseball games this past week and July 4th
- Thanked Parks and Recreation, Police, Fire and Public Works for their hard work on the July 3rd Star-Spangled Celebration at Dublin Park.
- Thanked citizen Bebe Oetjen for taking the time to contact City Hall on Mondays before Council Meeting for questions she has on agenda items

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Enjoyed with family July 3rd Star-Spangled Celebration at Dublin Park
- Friends of the Library meeting cancelled for July 11, next meeting scheduled for August 8th
- Madison Arts Alliance Sounds of Summer concert at Home Place Park scheduled for Thursday, July 14 at 7p.m. featuring local band Calypso Vision

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- TARCOG (Top of Alabama Regional Council of Governments) Board meeting July 11th
- City of Madison Former first lady Dana Trulock's artwork on exhibit tomorrow July 11th at 6 p.m. at the Madison Library, reception to follow with meet and greet

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Thanked Madison Fire Department for their quick response to the fire at Main Street Café. Possibly opening back up in a few months
- Disrespect from citizens addressing Council

COUNCIL DISTRICT NO. 4 GREG SHAW

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

No new business to report.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Thanked Dwayne Craft for his years of service representing District No. 5 with the Madison Police Citizens Advisory Committee (MPCAC)

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Congratulated Madison Police Department (MPD) for the outstanding assessment letter from CALEA (Commission on Accreditation for Law Enforcement Agencies) which was read to Council. MPD recently completed a new accreditation where only (5) law enforcement agencies in the country are accredited and less than 3% in the State of Alabama. Accreditation consisted of patrol operations, E911 communications and dispatchers, departmental budgeting, handling of property and evidence, and investigations operations and techniques. MPD was in full compliance with 183 CALEA standards resulting in a perfect assessment due to the hard work and dedication of the Department's CALEA Management Team, Captain Terrell Cook and Lieutenant Greg Dees, and the oversight and direction provided by command staff to achieve excellency and dedication from every member of the Department.
- Advised Police Chief Johnny Gandy to share with all members of the Department Council's congratulations.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

No new business to report.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF MEMBER TO THE MADISON POLICE CITIZENS ADVISORY COMMITTEE

Council President Bartlett appointed Dr. Yeqing Bao to represent District No. 5 of the MPCAC with a term expiration of April 26, 2025

PUBLIC HEARINGS

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

RESOLUTION NO. 2023-223-R: AUTHORIZING A MANUFACTURER LIQUOR LICENSE FOR GUAJANA DISTILLERY LLC. (DOING BUSINESS AS GUAJANA DISTILLERY) FOR THEIR LOCATION AT 9582 MADISON BOULEVARD, SUITES 1, 2, AND 3

Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action and if any questions the owner is here in attendance. Council President Bartlett opened the floor for public comments regarding this request. City resident Margi Daly asked whether they are going to have multiple licenses from the city and state and if manufacturing liquor is a distillery. With no other questions or comments Council President Bartlett closed public comments and asked Deputy Revenue Officer Ivon Williams to explain the distributor liquor license.

Deputy Revenue Officer Ivon Williams stated that the city requires the same license as the state requires in order to stay in compliance. Mayor Finley asked if any additional fees are charged from the city. Deputy Revenue Officer Ivon Williams replied, "no". Council Member Wroblewski added that this is probably very similar to what Black Patch Distilling Company has. Deputy Revenue Officer Ivon Williams confirmed Council Member Wroblewski comment. Council Member Wroblewski asked if they are making tequila. Deputy Revenue Officer Ivon Williams responded that it will be rum.

Council President Bartlett asked if there were any other questions from Council. With none, Council Member Seifert moved to approve Resolution No. 2023-223-R. Council Member Wroblewski seconded. 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.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2023-227-R: AUTHORIZING CHANGE ORDER NO. 2 ON CONTRACT WITH AECOM TECHNICAL SERVICES, INC. FOR PROJECT NO. 2022-009-ITB: CITY OF MADISON INTERCHANGE (\$259,751.80 TO BE PAID FROM 2022 FLYOVER BOND ISSUE)

Council Member Powell moved to approve Resolution No. 2023-227-R. Council Member Shaw seconded. Council Member Denzine commented that she contacted City Administrator Steve Smith and City Engineer Michael Johnson today regarding the change order, and City Engineer Michael Johnson provided her with a lot of information. Council Member Denzine asked City Engineer Michael Johnson if he would share that information. City Engineer Michael Johnson provided the brief summary:

- Route change of dump trucks from quarry to project site
- Eliminate trucks driven on Madison Boulevard and making them use the Interstate
- Due to weight restrictions (22 tons to 17 tons) from Alabama Department of Transportation (ALDOT) on the interstate, additional trucks will be required
- Up to 700 additional loads/trips required, at a maximum of 36 loads per day
- 36 truckloads for 19 days will run approximately \$380 dollars per load

Mayor Finley commented about the weight of trucks traveling on the portion of Madison Boulevard with it being redone and the safety hazard for citizens. Mayor Finley also stated after the project is completed the parking lot they would have been travelling through would probably need to be replaced, costing the city more. Council Member Spears added that the parking lot they would be using has several businesses adjacent and the dump trucks going in and out would hamper their place of business. Council Member Seifert asked City Engineer Michael Johnson how much is coming out of the contingency fee. City Engineer Michael Johnson did not know the exact figure, but the change order will increase the budget by 0.6%. Council Member Shaw added bond money is performing better than expected so the funds are available.

Council Member Denzine read the following information provided by City Administrator Steve Smith:

"52,000 tons of backfill for foundation and wall. Average 12 trucks a day at 3 rounds is 36 loads a day. At 22 tons per load is 792 tons a day. So 66 days. 36 loads a day at 17 tons is 576 tons a day. So 85 days. 85 days minus 66 days is 19 days difference.

19 working days difference for wall

4 days for undercut removal

2 days drill shaft concrete

2 days bridge concrete

27 workings days equates to 54 calendar days."

Council Member Denzine thanked City Engineer Michael Johnson for providing such details for a thorough understanding. 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	Nay
Council Member John Seifert	Aye

Motion carried.

Mayor Finley added that he hopes to have the AECOM provide an update on progress of the flyover to council at the next council meeting.

LEGAL

PROPOSED ORDINANCE NO. 2023-128: AUTHORIZING A FRANCHISE AGREEMENT WITH CROWN CASTLE FIBER, LLC FOR SMALL CELL PLACEMENT AND INSTALLATION OF FIBER LINES (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2023-134: AUTHORIZING A FRANCHISE AGREEMENT WITH KNOLOGY OF HUNTSVILLE, INC (DOING BUSINESS AS WOW!) FOR THE OPERATION AND MAINTENANCE OF A CABLE AND BROADBAND SYSTEM WITHIN THE CITY OF MADISON (FIRST READING 06/26/2023)

City Attorney Brian Kilgore pointed out the city has had this franchise agreement with WOW!, for some time, and that this is just a renewal including the 5% franchise fee, previously paid for compensation to run fiber lines through our rights-of-way. Council Member Seifert moved to approve Ordinance No. 2023-134. Council Member Powell seconded. Council President Bartlett asked City Attorney Brian Kilgore what media streaming means. City Attorney

Brian Kilgore replied that the media streaming question is in regard to a new licensing which is in the Revenue department report on the agenda and is not associated with this ordinance. 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.

PLANNING

PROPOSED ORDINANCE NO. 2023-220: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 120 LAKE CREST DRIVE, LOT 29 OF SILVER CREEK SUBDIVISION PHASE V (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2023-221: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 26-38 OF THE HEIGHTS AT TOWN MADISON PHASE 5 (FIRST READING)

This is a first reading only

RECREATION

RESOLUTION NO. 2023-211-R: AUTHORIZING A CONTRACT WITH OGLE TREE SERVICE, LLC FOR THE REMOVAL OF HAZARD TREES ON THE BRADFORD CREEK GREENWAY IN THE AMOUNT OF \$18,000 (TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-211-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.

REVENUE

PROPOSED ORDINANCE NO.2023-210: AMENDING CHAPTER 10 OF CITY CODE TO ADD NAICS BUSINESS LICENSE TITLES (LIQUOR- MANUFACTURER AND MEDIA STREAMING DISTRIBUTION) (FIRST READING)

This is a first reading only

Mayor Finley asked if liquor manufacturing and media streaming distribution are separate. Deputy Revenue Officer Ivon Williams affirmed they were and clarified with Council Members this is for internet content creators such as podcasts. Council Member Denzine asked if it was only businesses involved and not individuals on the internet doing live stream. Deputy Revenue Officer Ivon Williams replied to just internet content creators mainly for podcast. City Attorney Brian Kilgore added one would have to generate income to qualify for a business license. Council Member Denzine confirmed with Deputy Revenue Officer Ivon Williams that only businesses would apply.

PUBLIC COMMENTS

MARK LAMBERT (DISTRICT 2)

Mr. Lambert appeared before Council and Mayor Finley to voice his concerns on the following items:

- Quality of life
- Additional pickleball courts than tennis courts
- Appropriate equipment for pickleball courts

JEFF BOONE (DISTRICT 7)

Mr. Boone appeared before Council and Mayor Finley to voice his concerns on the following items:

- Zoning policies to prevent gun stores opening close to schools
- Thanked Council for listening and showing concern from citizens
- Thanked Council and Police Department for providing Student Resource Officers in schools and pushing the School Board to improve safety measures.

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- City improvements other than recreational pickleball
- Use of recreational facilities
- Increase of homeowners' property tax
- Improvements to streets and sidewalks

MARGI DALY (DISTRICT 6)

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

- LED lighting in older neighborhoods, poles to far apart
- City improvements than recreational services
- Safety on sidewalks and roads
- Timeframe to begin/cancel contracts
- Flooding concerns from sewers
- Council President Bartlett resignation from the Chess Club

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

President Bartlett asked Mayor Finley if he would like to address Mr. Boone's question about zoning plans. Mayor Finley stated the comprehensive zoning plan is in process and should be in place by the end of the summer which should include the topics Mr. Boone addressed. Mayor Finley further stated they are looking at property south of Journey Middle School which can be developed taking all in consideration moving forward to finish what has been started and combine everything together.

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 6:52 p.m.

Minutes No. 2023-13-RG, dated July 10, 2023, read, approved and adopted this 24th day of July 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lisa Ritz
Recording Secretary

RESOLUTION NO. 2023-229-R

**A RESOLUTION ACCEPTING SOFTWARE LICENSE SUBSCRIPTION RENEWAL
WITH UNICO TECHNOLOGY, LLC**

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 an agreement to renew the annual software license subscription services with Unico Technology LLC, in the amount of \$8,353.61. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-230-R**A RESOLUTION ACCEPTING SOFTWARE LICENSE SUBSCRIPTION RENEWAL
WITH SHI INTERNATIONAL CORPORATION**

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 an agreement to renew the annual software license subscription services with SHI International Corporation, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: SHI International Corporation Quotation No. 23488723**. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama



Pricing Proposal
 Quotation #: 23488723
 Created On: 5/18/2023
 Valid Until: 5/31/2023

AL-City of Madison

Chris White

100 Hughes Road
 IT Department
 Madison, AL 35758
 United States
 Phone: (256) 464-8432
 Fax:
 Email: chris.white@madisonal.gov

Inside Public Sector Account Executive

Nicholas Furciato

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 800-527-6389 ext x.555-XXXX
 Fax:
 Email: Nicholas_Furciato@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat Pro for enterprise, Subscription Renewal Adobe - Part#: 65271303BC06A12 Contract Name: Open Market Contract #: Open Market Coverage Term: 7/26/2023 – 7/25/2024	100	\$119.61	\$11,961.00
			Subtotal
			\$11,961.00
			Total
			\$11,961.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

RESOLUTION NO. 2023-239-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR DOWNTOWN
LANDSCAPING**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds for the procurement, installation, labor and warranty associated with the removal and planting of 100 shrubs located in downtown Madison serves a public purpose; and

WHEREAS, Tidewater Landscape Management has been identified as a company that can provide said services as quoted in the attached proposal entitled *Landscape Installation Proposal* dated June 29, 2023;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council authorizes a disbursement, in an amount not to exceed six thousand five hundred dollars (\$6,500), from the Council Special Projects Budget for the above-described service.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama



Landscape Installation Proposal

June 29, 2023

Tidewater Landscape Management hereby proposes to furnish all labor, materials and equipment to perform the following: Landscape installation for plan city of Madison Al.

Proposal Details and Prices:

Plant Material/ Potting Soil/ Staking/ Labor

Procurement, installation, labor and warranty associated with the removal and planting of 100 Shrubs.

\$ 3,500

Labor

_____ Pulling dead shrubs out of beds and hauling away debris.
\$3,000

Pine straw Mulch Application

Will mulch beds after planting.

Warranty

Will Replace any shrub that dies with 30 days.

☎ 912.966.7391 📠 912.966.7395
P.O. Box 7571 | Garden City, Georgia 31418

TideWaterUSA.com



TOTAL Price: \$6,500

☎ 912.966.7391 📠 912.966.7395
P.O. Box 7571 | Garden City, Georgia 31418

TideWaterUSA.com

RESOLUTION NO. 2023-231-R**A RESOLUTION AUTHORIZING VIDEO RECORDING AND
ARCHIVING OF THE JULY 19, 2023, CITY COUNCIL WORK SESSION**

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the July 19th, 2023 City Council Work Session shall be live streamed, archived and made available for subsequent viewing;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 24th day of July 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-224-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY'S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the "City") received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
Vacant Lot Behind 450 Oakland	67332

WHEREAS, the City abated the public nuisance at the City's expense in accordance with the City's Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statement of Expense attached hereto as "Exhibit A"; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statement of Expense in accordance with the City's Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as weed lien.

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

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
Vacant Lot Behind 450 Oakland	67332	\$846.90

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 24th day of July, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July, 2023.

Paul Finley, Mayor
City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 24th day of July 2023.

Witness my hand and seal of office this ____ day of July 2023.

Lisa D. Thomas, City Clerk-Treasurer

THE CITY OF
MADISON ALABAMA
 plant your roots

Building Department – Code Enforcement Division
 100 Hughes Rd
 Madison, AL 35758
 Ulises Acuna 256-772-5671

Owner: BEVILL, I RICHARD
PO BOX 4713
WHITEFISH, MT 59937

Letter Date: 5/31/23

Re: NOTICE TO ABATE - OVERGROWN GRASS AND/OR WEEDS

CASE #: 23-316 PPIN/PARCEL NO#: 67332

Property in Violation: Vacant Lot behind 450 Oakland Rd

Dear Owner or Any Other Person Interested in the Above-Described Property:

Be advised that as the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act"), I have determined that there are overgrown grass and weeds on the above-referenced property (the "Property") which constitute a public nuisance and a violation of Section 2 of the Act. In accordance with Section 3 of the Act, I am sending you this notice to order the immediate abatement of overgrown grass and weeds on the Property. (Should you wish to review the Act, a copy of it is available for your review in the City Clerk's office.)

You must abate the public nuisance within **14** days of this notice. **If you do not do so, then the City may enter upon the Property, abate the nuisance, and assess all associated costs as a lien against the Property and add those costs to the next regular tax bill for the Property.**

If you wish to appeal this determination, then you may request a hearing before the City's Administrative Official by delivering a written notice to me at the above address within 5 days after the date of this notice.

A hearing is currently scheduled for: June 21, 2023 at 1:00 p.m. in the Lower Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as a part of the City's public records.

Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you take action immediately to remedy the nuisance. If you have any questions, please give me a call at the number above or email codeforce@madisonal.gov

Sincerely,

, Code Enforcement Officer

CC: Dustin Riddle, Enforcing Official

mail

-Proof-

Date: 6/1/2023 Account #: AP276880 Company Name: CITY OF MADISON-CITY CL Contact: Address: 100 HUGHES RD City: MADISON State: AL Telephone: 256-772-5650 Fax:	Publications: Madison County Record, Madison Weekly Online
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Ad ID: 546701 Run Dates: 06/07/2023 to 06/07/2023 Ad Class: 1 Columns wide: 1 Total # of Lines: 47 Account Rep: Susan Price Phone #: 256-382-7490 Email: SUSAN@TNVALLEYSTUFF.COM Total Cost: \$124.90 Paid Amount: \$0.00 Total Due: \$124.90
Error Responsibility Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.

Daily Newspapers

Decatur Daily
Times Daily

Community Newspapers

Advertiser-Gleam
TN Valley Stuff
Courier Journal
Hartselle Enquirer

Online

Reach 256

Order any combination! Call today for details

Your ad

Enlarged

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have overgrown grass and weeds that constitute a public nuisance in violation of Section 2 of the Act:

Property: VACANT LOT BEHIND 450 OAKLAND RD Madison AL 35758
PPIN:67332

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.
06/07/23
ADID 546701



3426 9th Avenue
Huntsville, AL 35805

alabamalawnmasters.com/

INVOICE

Date	Invoice No.
06/27/23	6955
Terms	Due Date
Net 30	07/27/23

BILL TO
Laurel Rossmeier Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY
Code Enforcement 100 Hughes Rd Madison, AL 35758

Amount Due	Enclosed
\$475.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#2893 - Bush Hog 450 Oakland		\$475.00	\$0.00	\$475.00
	Bush Hog lot at 450 Oakland, Madison				
	<i>Bush Hog 450 Oakland</i>		\$475.00	\$0.00	\$475.00
Total			\$475.00	\$0.00	\$475.00



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONALGOV

06/28/2023

BEVILL, J RICHARD
PO BOX 4713
WHITEFISH, MT 59937

Re: VACANT LOT BEHIND 450 OAKLAND
Parcel No. 67332

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 9000 19

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City") abating overgrown grass and weeds on the above-referenced property (the "Property") in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

Please be advised that the City Council will hold a hearing on July 24, 2023 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427

Sincerely,

Dustin Riddle
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT
 CODE ENFORCEMENT DIVISION
 100 HUGHES RD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

Itemized Statement of Expenses

06/28/2023

Re: **VACANT LOT BEHIND 450 OAKLAND, MADISON, AL 35758**
 Parcel No. **67332**

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$475
Value of Use of Equipment	N/A
Advertising Expenses	\$124.90
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$846.90

Dustin Riddle
 Enforcing Official

RESOLUTION NO. 2023-233-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR RATAN OM INC., D/B/A CHEVRON STAR FUEL

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 off premises beer and wine license to **RATAN OM INC.** doing business as **CHEVRON STAR FUEL** which has applied for said license for its location at 8907 Madison Boulevard; and

WHEREAS, the Revenue Director has received written approval for the application of **RATAN OM INC.** 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 off-premises beer and wine license to **RATAN OM INC.** for its 8907 Madison Boulevard location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City off premises beer and wine license to **RATAN OM INC.** doing business as **CHEVRON STAR FUEL**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2023.

Paul Finley, Mayor

City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

☐ ON PREMISE
 ☒ OFF PREMISE
 ☒ BEER
 ☒ WINE
 ☐ LIQUOR

Owner Name: Raj Patel

Business Name: Madison Chevron Star Fuel

Business Location: 8907 Madison Boulevard

Mailing Address: 8907 Madison Boulevard

Phone: (256) 694-1160

APPLICATION FEE:

Date Paid: 6/28/2023 Amount: \$ 100.00 Receipt #: _____

Copy of Lease: yes Incorporation Papers: yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 06/29/2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renroe Title ID Secretary

Date Completed: 7/6-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 06/29/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Oliver Title Inspector

Date Completed: 7/20/2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: 06/29/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Ken Hand Title Inspector

Date Completed: 7/20/23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 6/27/2023Date Placed: 7/5/2023 Newspaper: 7/5/2023Publication Fee Paid: \$184.00Date Paid: 6/29/2023 Receipt #: _____Date of Public Hearing: 7/24/2023Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



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

Date: July 20, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

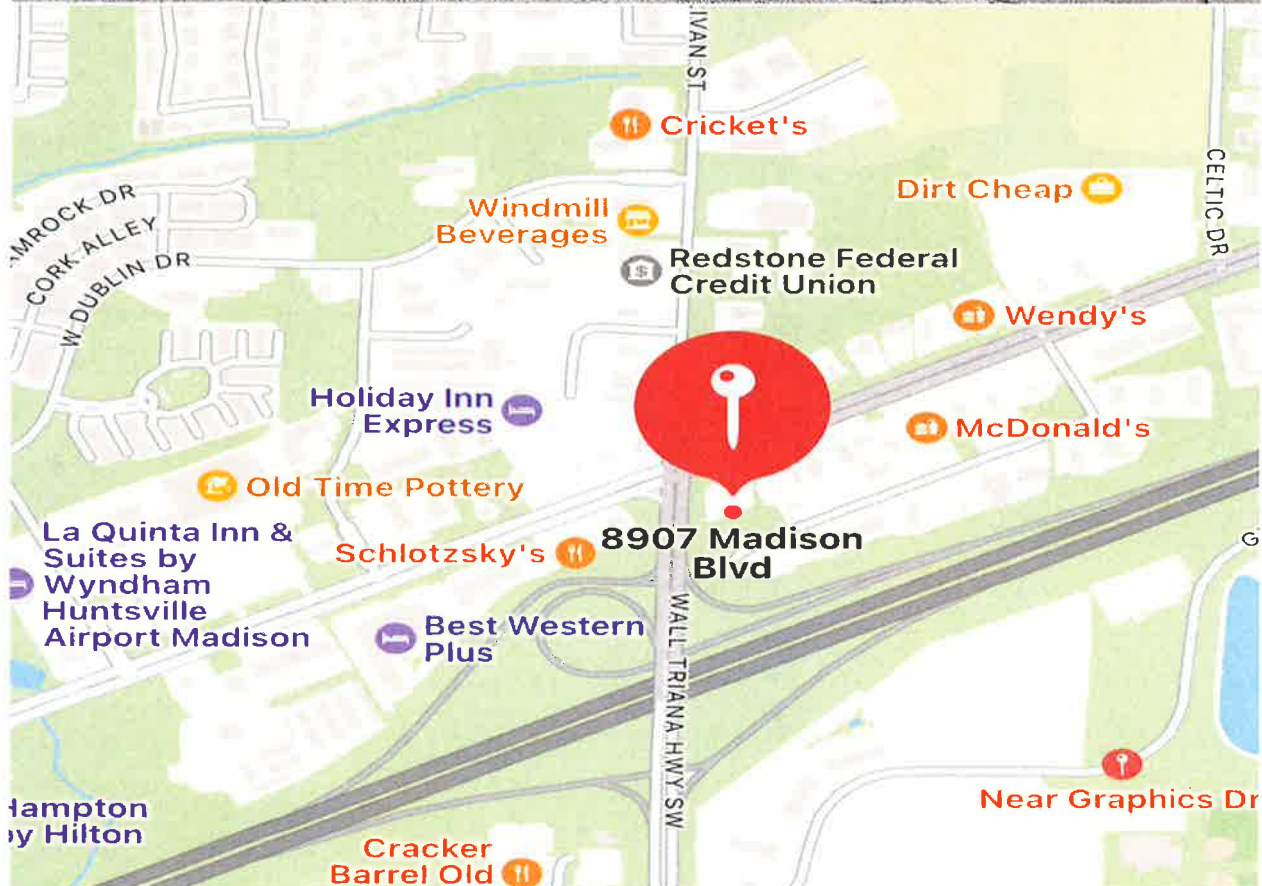
Subject: Ratan Om Inc.
DBA: Madison Chevron Star Fuel
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for Ratan Om Inc., doing business as Madison Chevron Star Fuel, in regard to their application for an Off-Premises Beer and Wine License for their location at 8907 Madison Boulevard, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is because the business has been sold.

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.



**PROPOSAL FOR
ENGINEERING CONSULTING SERVICES
PAVEMENT CORES
VARIOUS CITY STREETS
MADISON, ALABAMA
PROPOSAL NO.: G-23-186**

BY

GEO SOLUTIONS, L.L.C.

JULY 3, 2023



**PREPARED
FOR**

**CITY OF MADISON
100 HUGHES ROAD
MADISON, ALABAMA 35758**

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

July 3, 2023

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Ms. Michele Dunson, P.E.

Subject: Proposal for Engineering Consulting Services
Pavement Cores
Various City Streets
Madison, Alabama
Proposal No.: G-23-186

INTRODUCTION

GEO Solutions is pleased to present this proposal for providing engineering consulting services for the City of Madison, Alabama. GEO Solutions has been requested to perform pavement cores along the travel lanes of various streets in the City of Madison. Specifically, Church Street, Arnett Street, Front Street and College Street.

SCOPE OF SERVICES

The following services are proposed:

- Pavement cores will be cut at a total of 18 locations along the subject streets. Asphalt and basestone thickness will be measured at each core location. The cores will be patched with an asphalt cold patch.
- Preparation of a brief report presenting our findings.

ESTIMATED FEE

Our fee to perform the proposed services will be a lump sum of **\$1,850.00**. This fee is based on the City of Madison providing traffic control during the coring operations.

CLOSING

GEO Solutions appreciates the opportunity to provide you with our best resources and professional services. Should you have further questions, please contact the undersigned.

Respectfully submitted,
GEO Solutions, L.L.C.



William T. Kennard, P.E.
Partner

Attachment: Proposal Authorization Sheet
Terms and Conditions

PROPOSAL AUTHORIZATION SHEET
PROPOSAL # G-23-186
July 3, 2023

GEO Solutions, LLC is pleased to offer you ("Client") this Proposal for your consideration. To authorize GEO Solutions to provide the services outlined in this Proposal, please complete and return this Proposal Authorization Sheet. The Proposal, the Proposal Authorization Sheet, and the enclosed Terms and Conditions comprise a single "Agreement." By executing this Proposal Authorization Sheet, Client hereby agrees to be bound by all of the terms and conditions of the Agreement.

Authorization			
To execute this Agreement, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.			
Paul Finley			
Authorized By (please print)		Signature	
Mayor		City of Madison, Alabama	
Title		Firm	
100 Hughes Road		michelle.dunson@madisonal.gov	
Address		Email Address	
Madison	AL	35758	256-774-4435
City	State	Zip	Telephone
July	2023	Project No. 23-020	
Date		Purchase Order No./Project Tracking No. (If applicable)	
Payment Instructions			
If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:			
Firm		Attention	
Address		Title	
City	State	Zip	Telephone
Authorizing Party's Relationship to Invoice Payment Party		Billing Email Address (if applicable)	
If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:			
Firm		Attention	
Address		Title	
City	State	Zip	Telephone
Authorizing Party's Relationship to Invoice Approval Party			

Terms and Conditions

By executing the enclosed Proposal Authorization Sheet, Client accepts the terms of the Proposal and enters into an agreement with GEO Solutions, LLC ("GEO Solutions"), under which Client agrees to be bound by all terms and conditions set forth in the Proposal and these Terms and Conditions. The Proposal, the Proposal Authorization Sheet, and these Terms and Conditions (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications.

1. Services. GEO Solutions shall provide certain services to Client as specified on the Scope of Services contained in the Proposal (the "Services"). The Services may include services requiring entry on certain real property (the "Property") by GEO Solutions personnel. GEO Solutions specifically excludes the investigation, detection, prevention, or assessment of Biological Pollutants from the Scope of Services. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. GEO Solutions will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that GEO Solutions has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GEO Solutions from all claims by any third party concerning Biological Pollutants, unless such claims arise from damages caused solely by GEO Solutions' gross negligence.

2. Additional Services. If, during the performance of the Services, GEO Solutions, in its sole discretion, deems it necessary to perform services in addition to the Services ("Additional Services") in order to successfully complete any evaluation or analysis contained in the Services, GEO Solutions shall submit a modified Scope of Services to the Client, along with a description of the additional fees for the performance of such Additional Services. Client may authorize such Additional Services by executing a new Proposal Authorization Sheet, which shall thereby modify the terms of this Agreement. If Client refuses to modify the terms of this Agreement by executing a new Proposal Authorization Sheet, GEO Solutions shall have the right, without the approval or authorization of the Client, to modify the Scope of Services to eliminate any evaluation or analysis that would require the Additional Services and to modify the Fees to reflect the elimination of any evaluation or analysis, which modification shall be final and binding on the Client.

3. Schedule. Client acknowledges that the Schedule for the performance of the Services contained in the Proposal

is an estimate of the time required for performance of the Services, and that the performance of the Services may not be complete prior to the expiration of the period or periods listed in the Schedule. GEO Solutions' failure to perform the Services within the time set forth in the Schedule shall not be considered a breach of this Agreement.

4. Fees. As consideration for the Services, Client shall pay to GEO Solutions the costs and fees stated in the Proposal (the "Fees"). Client may be required to pay a portion or all of the Fees to GEO Solutions in advance of the performance of any Services, as set forth in the Proposal (a "Deposit"). In the event that Client designates a third party to pay the Fees to GEO Solutions on the Proposal Authorization Sheet, Client shall remain liable for the full payment of the Fees. GEO Solutions will submit invoices to Client periodically. Unless otherwise stated on the invoice or Proposal, all invoices are due and payable within fifteen (15) days of Client's receipt of the invoice. Failure by Client to pay GEO Solutions prior to the due date shall constitute a breach of Client's obligations under this Agreement. Client will reimburse GEO Solutions for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

5. Term. This Agreement shall begin on the date of execution as set forth on the Proposal Authorization Sheet and shall continue until terminated as provided herein.

6. Termination. This Agreement shall terminate upon the first to occur of:

- a. the completion of all obligations of the parties under this Agreement;
- b. mutual written agreement of the parties;
- c. termination upon a breach of this Agreement, as set forth in this Section 6; or
- d. termination by GEO Solutions for convenience, as set forth in this Section 6.

GEO Solutions may terminate this Agreement upon a breach by Client by providing written notice of termination to the Client, in which case GEO Solutions shall be entitled to retain a portion of any Deposit, as set forth in Section 7 below. GEO Solutions may terminate this Agreement for convenience upon thirty (30) days' written notice to the Client. If GEO Solutions commits a breach of this Agreement, Client may terminate this Agreement upon thirty (30) days' written notice to GEO Solutions, provided the breach remains uncured at the end of such thirty (30) day period. Upon termination of this Agreement by Client pursuant to the preceding sentence, GEO Solutions shall pay

to Client the balance of any Fees paid to GEO Solutions, following the deductions set forth in Section 7 below.

7. Payment Upon Termination. In the event of termination of this Agreement prior to the completion of all obligations of GEO Solutions and Client under this Agreement, GEO Solutions shall be entitled to deduct the amount of GEO Solutions' costs and expenses incurred prior to said termination, including, in the event of a termination due to Client's breach, lost profits (as determined by GEO Solutions, in its sole discretion), from any Deposit paid by the Client. The balance of the Deposit shall be paid to Client by GEO Solutions within forty-five (45) days of the termination.

8. Entry Onto Property. If Client is the owner of the Property, Client hereby authorizes GEO Solutions to enter the Property for the purpose of performing the Services and Client represents and warrants that Client has full power and authority to permit GEO Solutions personnel to enter into and perform the Services on the Property, as may be required under the terms of this Agreement. If Client is not the owner of the Property, Client agrees that it shall assist GEO Solutions in obtaining permission from the Property's owner to access the Property and perform the Services. If such permission cannot be obtained, GEO Solutions may, in its sole discretion, modify or cancel the Agreement. If GEO Solutions determines it necessary to enter onto real property adjacent to the Property ("Adjacent Property") to complete the performance of the Services, GEO Solutions will contact Client prior to making any entry onto any Adjacent Property to request that Client obtain permission from the owner of said Adjacent Property, and from any other third party from whom permission may be required to allow GEO Solutions' entry thereon. Upon receiving such a request, Client shall assist GEO Solutions in obtaining permission from the owner of the Adjacent Property. As a condition to GEO Solutions' obligation to perform any Services requiring GEO Solutions' entry onto any Adjacent Property, GEO Solutions may require Client to certify that GEO Solutions has due authorization to enter onto such Adjacent Property. If such permission or authorization cannot be obtained, GEO Solutions may, in its sole discretion, modify the Scope of Services to eliminate any Services that would require entry onto such Adjacent Property. GEO Solutions shall modify the Fees to reflect the elimination or reduction of any Services pursuant to this Section 8, and GEO Solutions' determination of such adjustments to the Fees shall be final and binding on the Client. Client understands that even though GEO Solutions will take reasonable measures to return the Property to the condition it was in before GEO Solutions commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. Client also understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the

Property upon which the substance or condition is found to exist or the preventive measures are taken. Accordingly, Client waives any claim against GEO Solutions, its officers, managers, employees, or agents, and agrees to defend, indemnify and hold such parties harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon GEO Solutions' grossly negligent performance of the Services.

9. Client's Acts or Omissions. If GEO Solutions' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, GEO Solutions shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

10. Client's Responsibilities. In addition to Client's obligations to pay for the Services performed under this Agreement and Client's other obligations set forth in this Agreement, Client agrees to:

- a. Assist and cooperate with GEO Solutions in any manner necessary and within its ability to facilitate GEO Solution's performance under this Agreement.
- b. Supply GEO Solutions with all information and documents in Client's possession or knowledge that are relevant to GEO Solutions' Services. Client warrants the accuracy of any information supplied by it to GEO Solutions, and acknowledges that GEO Solutions is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services, Client will notify GEO Solutions of any known potential or possible health or safety hazard existing on or near the Property, with particular reference to Hazardous Materials or conditions. "Hazardous Materials" means any toxic substances, chemicals radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.
- c. Correctly designate the location of all subsurface structures on plans to be furnished to GEO Solutions such as pipes, tanks, cables and utilities within the property lines and be responsible for any damage inadvertently caused by GEO Solutions to any such structure or utility not so designated. GEO Solutions is not liable to Client or any third party for any losses, damages, or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to GEO

Solutions.

d. Provide all required notifications to applicable governmental agencies, regulatory bodies, or the public related to the existence, discharge, release, disposal, and/or transportation of Hazardous Materials.

Client acknowledges and agrees that, by virtue of entering into this Agreement, GEO Solutions does not assume control of or responsibility for the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential threat or danger to public health and safety, and/or the environment. Client agrees under advice of Client counsel to notify the appropriate federal, state, or local agencies as required by law, or otherwise to disclose in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment. Notwithstanding the foregoing, if GEO Solutions is required under any federal, state, or local law, to report any such conditions, Client agrees that GEO Solutions shall not be liable for any costs, liabilities, claims, expenses, or damages incurred by Client or any third party arising, directly or indirectly, from GEO Solutions' reporting such conditions, and Client shall indemnify and hold GEO Solutions harmless for any costs, liabilities, claims, expenses, or damages incurred by GEO Solutions arising, directly or indirectly, from GEO Solutions' reporting such conditions.

11. Insurance. Client represents and warrants that Client or the owner of the Property shall, as applicable, maintain one or more general liability, automobile and Workman's Compensation insurance policies providing coverage for injuries or damage incurred on the Property in the amount of at least \$1,000,000 per policy, per occurrence. Client agrees to add GEO Solutions as an additional insured for General Liability coverage.

12. Intellectual Property. Client acknowledges that GEO Solutions may employ or develop proprietary software, trade secrets, or other intellectual property in the performance of the Services (the "Intellectual Property"). Client hereby agrees that Client will not retain or acquire any ownership interest in the Intellectual Property and that all Intellectual Property employed or developed by GEO Solutions in the course of the performance of the Services shall remain the property of GEO Solutions or a third party, as applicable.

13. Disclaimer of Warranties; Limitation of Liability. GEO SOLUTIONS DOES NOT MAKE ANY WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY EXPRESSLY EXCLUDED. NEITHER GEO SOLUTIONS, NOR ANY

OFFICER, MANAGER, EMPLOYEE, OR AGENT OF GEO SOLUTIONS SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE AND ANY AND ALL COMMERCIAL DAMAGES OR LOSSES. CLIENT AGREES THAT GEO SOLUTIONS' LIABILITY HEREUNDER, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY SHALL NOT EXCEED ANY AMOUNTS PAID BY CLIENT FOR THE SERVICES RELATING TO THE EVENT GIVING RISE TO THE LIABILITY; PROVIDED, HOWEVER, THAT, IN THE EVENT SUCH CLAIMS ARE ATTRIBUTABLE TO GEO SOLUTIONS' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE LIMIT OF LIABILITY WILL BE INCREASED TO \$25,000, LESS ANY APPLICABLE INSURANCE AMOUNT COVERING ALLEGED DAMAGES OR CLAIMS. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT OR THE SERVICES MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

14. Indemnification. Client agrees to defend, indemnify and hold GEO Solutions and its agents, employees, owners, insurers and fiduciaries (the "GEO Solutions Indemnified Parties") harmless for any costs, liabilities, claims, expenses, or damages incurred by GEO Solutions Indemnified Parties arising, directly or indirectly, from GEO Solutions' provision of the Services to Client under this Agreement, including, but not limited to, any costs, liabilities, claims, expenses, or damages arising from the following:

- a. any injury incurred by any GEO Solutions employee or other personnel in the course of performing the Services;
- b. any out-of-pocket cost or expense incurred by GEO Solutions payable to any third party arising exclusively from the performance of the Services, other than the costs and expenses payable to GEO Solutions personnel as compensation;
- c. GEO Solutions' entry onto the Property or any Adjacent Property after Client has represented or certified to GEO Solutions that GEO Solutions is duly authorized to enter such Property or Adjacent Property; and
- d. any misrepresentation or breach of any warranty set forth in this Agreement by the Client.

15. Ownership and Use of Documents. Unless otherwise agreed in writing, all documents and information prepared

by GEO Solutions or obtained by GEO Solutions from any third party in connection with the performance of the Services, including, but not limited to, GEO Solutions' reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively, "Documents") are the property of GEO Solutions. GEO Solutions has the right, in its sole discretion, to dispose of or retain the Documents.

All Documents prepared by GEO Solutions are solely for use by Client and will not be provided by Client to any other person or entity without GEO Solutions' prior written consent. Except as set forth herein, neither party will disclose, disseminate, or otherwise provide such reports or information except as required for the completion of the Services or the monitoring of the project by governmental agencies. Client has the right to reuse the Documents for purposes reasonably connected with the project for which the Services are provided, including without limitation design and licensing requirements of the project.

No party other than Client may rely, and Client will not represent to any other party that it may rely on the Documents without GEO Solutions' express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without GEO Solution's express prior written consent. Client waives any and all claims against GEO Solutions resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless GEO Solutions from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without GEO Solutions' prior written consent.

16. Remedies. If Client fails to pay the Fees as required under the terms of the Agreement, GEO Solutions may take any or all of the following actions:

- a. immediately terminate this Agreement, upon written notice to the Client;
- b. immediately terminate the performance of the Services, without any notice to the Client, pending Client's payment of the Fees; or
- c. withhold any written report, certification, or other documentation to be produced by GEO Solutions under the Scope of Services, pending the fulfillment of Client's obligations under this Agreement.

The provisions contained in this Section 16 shall be cumulative. No provision contained in this Section 16,

shall be deemed to limit GEO Solutions' remedies, at law or otherwise.

17. Independent Contractor. GEO Solutions is an independent contractor and is not an agent, partner, or co-venturer of, or in any other service relationship with, Client. GEO Solutions' personnel are not employees of Client. The manner in which the Services are rendered shall be within GEO Solutions' sole control and discretion. GEO Solutions is not authorized to speak for, represent, or obligate Client in any manner without the prior express written authorization from Client or an officer of Client, as applicable.

18. Governing Law and Jurisdiction. The substantive laws of the state of Alabama, United States of America, exclusive of any conflicts of laws principles that could require the application of any other law, shall govern this Agreement for all purposes, including the resolution of all disputes among the parties hereto. Any dispute arising under this Agreement shall be adjudicated in a state or federal court of competent jurisdiction located in Madison County, Alabama. The parties hereby consent to the personal jurisdiction of those courts and acknowledge that such courts present reasonable venues.

19. Waiver of Jury Trial. CLIENT IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Client certifies and acknowledges that (a) no representative, agent, or attorney of GEO Solutions has represented, expressly or otherwise, that GEO Solutions would not, in the event of litigation, seek to enforce the foregoing waiver; (b) Client understands and has considered the implication of this waiver; (c) Client makes this waiver voluntarily; and (d) GEO Solutions has been induced to enter this Agreement by, among other things, the waiver and certifications in this Section 19.

20. Force Majeure. GEO Solutions shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement if such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of GEO Solutions including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, civil unrest, national emergency, or labor disputes; provided, however, that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to GEO Solutions to terminate this Agreement.

21. Modification. Except as provided in Section 2 and Section 8, this Agreement shall not be modified, waived or amended except by an instrument in writing that is executed

by the parties to this Agreement and which specifically states that it amends or modifies this Agreement.

22. Severability. If any part or subpart of this Agreement is found or held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability and binding nature of any other part of this Agreement, unless such remaining portion or portions are not reasonably adequate to accomplish the basic purposes and intent of the parties.

23. Complete Agreement. This Agreement is the complete understanding of the parties hereto with respect to the subject matter hereof, and no other representations or agreements shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions hereof.

24. Confidentiality. The parties acknowledge that each will have access to the others' proprietary information and pledge to one another to use the same solely for the purpose of furthering the performance of this Agreement, and upon the termination thereof, to maintain and protect the confidentiality of the same forevermore as though it was their own.

25. No Third Party Beneficiary; Assignment. The provisions of this Agreement are and will be for the benefit of the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. Client may not assign this Agreement, in whole or in part, without GEO Solutions' prior written consent. GEO Solutions may assign this Agreement to any third party, provided that such assignee assumes all GEO Solutions' obligations hereunder. Any purported assignment in violation of this Section 25 is null and void.

26. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The headings of the various sections herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. Merger. The terms and conditions set forth in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof.

28. Survival. All rights and obligations of the parties hereto other than those applicable by their express terms only during the term of this Agreement, shall survive any termination or expiration of this Agreement and shall be

fully enforceable thereafter.

29. Conflicting Terms. In the event of any inconsistency or conflict between the terms of the Proposal and the terms of these Terms and Conditions, the terms of these Terms and Conditions shall control; provided, however, that if the inconsistency or conflict relates to the timing of payments for Fees, then the terms of the Proposal shall control.

RESOLUTION NO. 2023-228-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH GEO SOLUTIONS, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Geo Solutions, LLC, for a geotechnical determination for Church Street associated with Project No. 23-020, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Geo Solutions, 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 24th day of July 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-234-R

A RESOLUTION AUTHORIZING PROPERTY ACQUISITION FOR THE BROWNS FERRY ROAD CULVERT PROJECT

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain right-of-way on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Christy Nickelson and identified as Tract One on **Attached Exhibit A: Diagram**.
2. **Exhibit B: Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of improving the drainage system along Browns Ferry Road (herein "the Project"). The Tract is further described in said Deed as follows:

A tract of land lying and being in the Southwest Quarter of the Southeast Quarter of Section 6, Township-4-South, Range-2-West, Madison County, Alabama and being more particularly described as follows:

COMMENCE at said Northeast Corner, of the Southwest Quarter of the Southeast Quarter Section 6, thence S 31° 35' 16" W a distance of 791.77 feet to a point on the north Right-of-Way of Brownsferry Road and also being the POINT OF BEGINNING being 28.16 feet left of station 11+40; thence leaving said North Right-of-Way N 45° 31' 06" E a distance of 34.99 feet the a point being 63.15 feet left of station 11+40; thence being a point of curvature of a non-tangent curve to the right having a radius of 2992.93, a delta of 03° 46' 12", a chord bearing of S 42° 34' 49" E, and a chord distance of 196.89, continuing along the arc of said curve a distance of 196.93 to the point of ending of said curve being 63.15 feet left of station 13+36.9; thence S 40° 53' 31" E a distance of 191.03 feet to a point that is 63.15 feet left of station 15+27.9; thence S 49° 06' 36" W a distance of 24.96 feet to a point that is 38.2 feet left of station 15+27.9; thence S 41° 43' 19" E a distance of 189.52 feet to a point that is 40.43 feet left of station 17+12.77; thence S 01° 15' 56" W a distance of 16.32 feet to a point that is 30 feet left of station 17+24.88 and also on the present Right-of-Way of Browns Ferry Road; thence N 41° 09' 27" W along said present Right-of-Way a distance of 392.75 feet to a point that is 30 feet left of station 13+36.9 said point being the point of curvature of a tangent curve to the left having a radius of 2957.93, a delta of 03° 46' 12", a chord bearing of N 42° 34' 49" W, and a chord distance of 194.59; thence continue along the arc of said curve a distance of 194.62 feet to the point of ending of said curve and back to the POINT OF BEGINNING.

The above-described tract contains 0.35 acres more or less

3. That obtaining the foregoing Tract is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
4. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tract of property by voluntary conveyance and offer Christy Nickelson a total of **nineteen thousand six hundred dollars (\$19,600.00)** to justly compensate the owner for conveyance of the Tract.
5. That said Tract has been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the owner represents such just compensation.
6. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A and B.
7. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

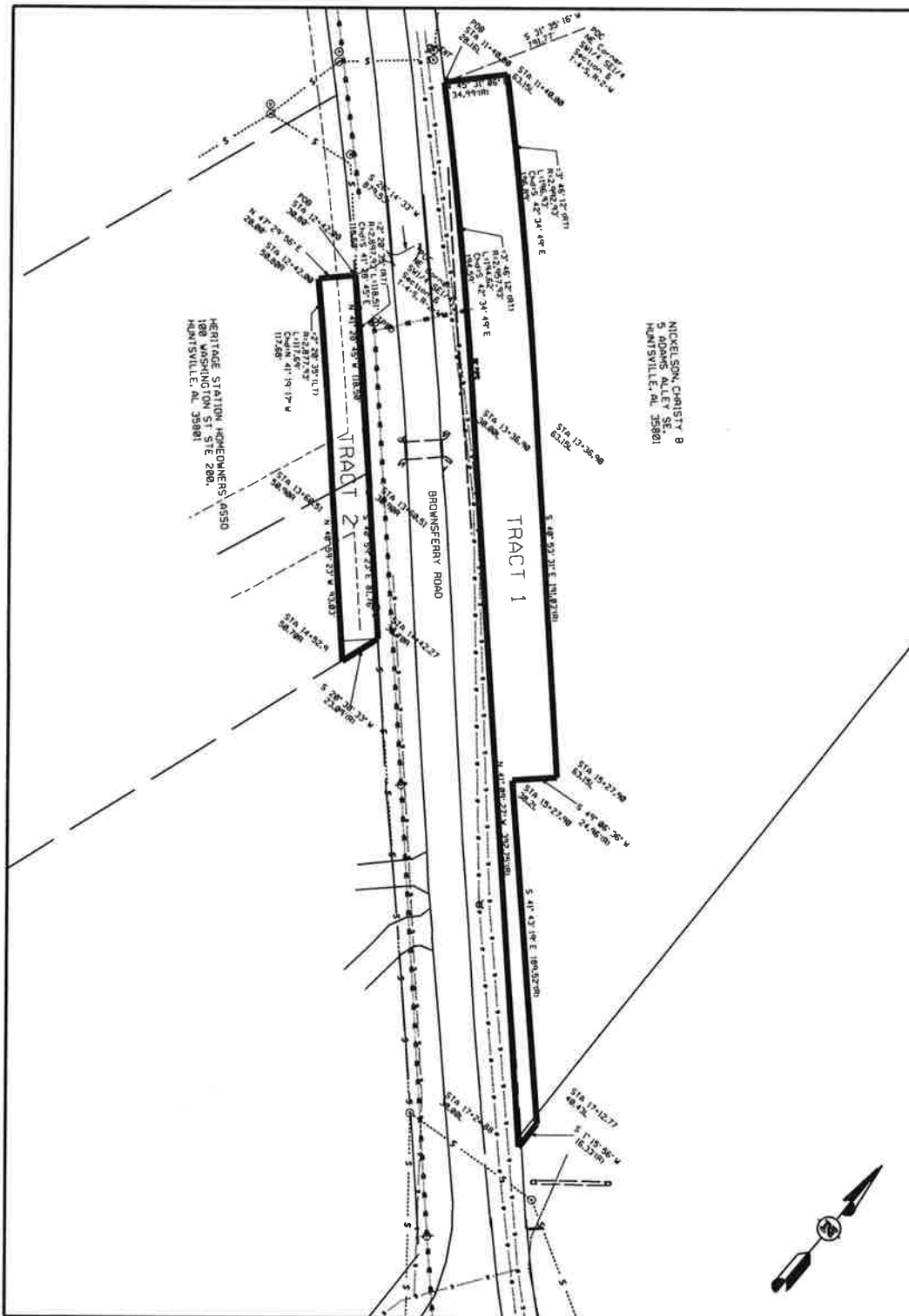
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama



TRACT NO.

OWNER: Christy Nickelson

TOTAL AREA: 14.60 acres

R/W REQUIRED: 0.35 acres

EASEMENT: 0.00 acres

REMAINDER: 14.25 acres

PROJECT NO.: 22-0197

COUNTY: Madison

SCALE: 1"=70ft

DATE: 04/07/2023

REVISED: 04/20/2023

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA)
) **WARRANTY DEED**
) **FOR RIGHT-OF-WAY**
COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration to the undersigned **GRANTOR** in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, **Christy Nickelson** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) and does dedicate for public use as a public right-of-way, the following-described premises, located in Madison County, Alabama, together with every individual and collective right, privilege, tenement, hereditament, and appurtenance pertaining thereto, to-wit:

A tract of land lying and being in the Southwest Quarter of the Southeast Quarter of Section 6, Township-4-South, Range-2-West, Madison County, Alabama and being more particularly described as follows:

COMMENCE at said Northeast Corner, of the Southwest Quarter of the Southeast Quarter Section 6, thence S 31° 35' 16" W a distance of 791.77 feet to a point on the north Right-of-Way of Browns Ferry Road and also being the POINT OF BEGINNING being 28.16 feet left of station 11+40; thence leaving said North Right-of-Way N 45° 31' 06" E a distance of 34.99 feet the a point being 63.15 feet left of station 11+40; thence being a point of curvature of a non-tangent curve to the right having a radius of 2992.93, a delta of 03° 46' 12", a chord bearing of S 42° 34' 49" E, and a chord distance of 196.89, continuing along the arc of said curve a distance of 196.93 to the point of ending of said curve being 63.15 feet left of station 13+36.9; thence S 40° 53' 31" E a distance of 191.03 feet to a point that is 63.15 feet left of station 15+27.9; thence S 49° 06' 36" W a distance of 24.96 feet to a point that is 38.2 feet left of station 15+27.9; thence S 41° 43' 19" E a distance of 189.52 feet to a point that is 40.43 feet left of station 17+12.77; thence S 01° 15' 56" W a distance of 16.32 feet to a point that is 30 feet left of station 17+24.88 and also on the present Right-of-Way of Browns Ferry Road; thence N 41° 09' 27" W along said present Right-of-Way a distance of 392.75 feet to a point that is 30 feet left of station 13+36.9 said point being the point of curvature of a tangent curve to the left having a radius of 2957.93, a delta of 03° 46' 12", a chord bearing of N 42° 34' 49" W, and a chord distance of 194.59; thence continue along the arc of said curve a distance of 194.62 feet to the point of ending of said curve and back to the POINT OF BEGINNING.

The above-described tract contains 0.35 acres more or less.

TO HAVE AND TO HOLD unto the Grantee, its successors, and assigns forever.

And Grantor covenants with the Grantee, its successors, and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to dedicate and convey the same as aforesaid; and that it will warrant and defend the same to the Grantee, its successors, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the _____ day of July 2023.

Warranty Deed
Christy Nickelson
Page 1 of 2

By: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Christy Nickelson, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the _____ day of July 2023.

Notary Public

RESOLUTION NO. 2023-237-R**A RESOLUTION AUTHORIZING IMPROVEMENT FOR MADISON BOULEVARD**

WHEREAS, the City Council of the City of Madison, Alabama, has approved Resolution No. 2021-392-R and Resolution No. 2022-85, which dedicated federal aid funds through the Alabama Department of Transportation (herein "ALDOT") to Madison Boulevard improvements, including widening, resurfacing, installing turn Lanes, installing U-Turn lane, access management, and traffic signal modifications on Madison Boulevard from Westchester Road to Flagstone Drive including traffic signal replacement and drainage improvements at the Wall Triana Highway SW/Sullivan Street Intersection (herein "the Project"); and

WHEREAS, Resolution No. 2021-392-R and Resolution No. 2022-85 approved separate agreements with ALDOT for three separate improvements along Madison Boulevard; and

WHEREAS, Resolution No. 2023-51 authorize a revised agreement with ALDOT by combining these separate agreements into one unified agreement with ALDOT; and

WHEREAS, the City of Madison, Alabama, is desirous of constructing and/or improving, by force account, by contract, or both, for the Madison Boulevard Project; and

WHEREAS, the City agrees to all of the provisions of the City- wide agreement executed between the State of Alabama and the City covering preliminary engineering by State forces and equipment on the project; and

WHEREAS, the City intends to apply for Federal Aid funds for the construction of the above referenced project.

BE IT HEREBY RESOLVED, the City agrees to all the provisions of any agreement which has been executed with the Alabama Department of Transportation and/or will be executed regarding the Project.

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by previous Resolutions.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

Ranae Bartlett, Council President

City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-128**AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT WITH
CROWN CASTLE FIBER LLC**

WHEREAS, Crown Castle Fiber LLC has requested a franchise from the City for the installation and operation of fiber-optic cable, small low powered antennas and related equipment in the City's right of way and on the City's existing poles for telecommunication services; and

WHEREAS, the City Council of the City of Madison has determined that the proposed franchise, for a ten-year term, will promote the health, safety, and welfare of the public and otherwise serve the public interest; and

WHEREAS, by this Ordinance, the City desires to extend its grant of a non-exclusive franchise to Crown Castle Fiber LLC and to authorize the execution of the attached "Public Right-Of-Way Use Agreement (Fiber Network)" between the City of Madison and Crown Castle Fiber LLC.

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

Section 1. The City, in consideration of the acceptance of the mutual covenants and agreements and of all the terms and conditions of this Ordinance hereby grants to Crown Castle Fiber LLC, the right, privilege, authority, and non-exclusive agreement for the installation and operation of fiber-optic cable, manholes, handholes and related equipment, as defined in the "Public Right-Of-Way Use Agreement (Fiber Network)," and to use the streets, avenues, existing poles and public ways, and places in the City for such purposes in accordance with the terms, conditions, and provisions of this Ordinance.

Section 2. That the Mayor is hereby authorized and directed to execute the "Public Right-Of-Way Use Agreement (Fiber Network)" attached hereto as **Exhibit A** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance or the "Public Right-Of-Way Use Agreement (Fiber Network)" shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 4. That the "Public Right-Of-Way Use Agreement (Fiber Network)" shall be in full force and effect after the date of its final passage, adoption, and proper execution. A synopsis of this Ordinance or synopsis thereof shall be published, at the expense of the

franchisee, one time in the Madison County Record, a newspaper of general circulation in the City of Madison, Alabama.

READ, PASSED, and ADOPTED this 24th day of July 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023

Paul Finley, Mayor
City of Madison, Alabama

PUBLIC RIGHT-OF-WAY USE AGREEMENT (FIBER NETWORK)

THIS PUBLIC RIGHT-OF-WAY USE AGREEMENT (this “Agreement”) is entered into as of July 25, 2023 (the “Effective Date”), by and between the **City of Madison, Alabama** (herein “Madison” or “the City”), a government unit in the State of Alabama, and **Crown Castle Fiber LLC**, a New York limited liability company (“Utility”). The City and Utility may be referred to collectively herein as the “Parties” and each a “Party”.

RECITALS

WHEREAS, Utility, a telecommunication carrier as defined in 47 U.S.C. §153(51), intends to install its Utility Facilities within the Right-of-Way, using: (i) existing telephone, electric or cable poles and conduit in the Right-of-Way through agreement with their respective owners, and (ii) poles and conduit in the Right-of-Way constructed and controlled by Utility; and

WHEREAS, subject to 47 U.S.C. §253 and applicable Laws, the City desires to grant Right-of-Way access to Utility on a non-exclusive and competitively neutral basis for installation of Utility Facilities subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1) **Definitions**: In addition to terms otherwise defined herein, the following definitions shall apply generally to the provisions of this Agreement:
 - a) **Agency**: Any governmental or quasi-governmental agency other than the City.
 - b) **Application**: A Permit application submitted by Utility to the City for construction of Utility Facilities in the Right-of-Way, in a form approved by the City and requiring no more information than required by the City from other utility providers applying for installation of facilities in the Right-of-Way.
 - c) **Fiber Network**: The fiber-optic cable, manholes, handholes and related equipment to be installed and operated by Utility in the Right-of-Way under this Agreement to provide telecommunications services within the City.
 - d) **Gross Revenue**: Any and all payments made to, or compensation or consideration received directly by the Utility, from the operation or use of the Fiber Network physically located within the City Right-of-Way to provide telecommunications services to customers that are wholly consumed within the City. Gross revenue shall not apply to nor shall it include i) any charges attributable to the costs associated with construction ii) any payments for sale of its Fiber Network or facilities; iii) any unrecovered bad debts charged off after diligent, unsuccessful efforts to collect, iv) any taxes of general applicability imposed on the customer or the transactions by federal, state, or local law and required to be collected and remitted by the Utility or any of its affiliates to the governmental unit, including sales, use, and utility taxes, v) any payment, consideration, or value of any kind from a judgment or settlement arising from legal disputes; vi) any dividend or interest from investments; vii) any property rental income; viii) any payments, compensation, or consideration of any kind for provisioning, constructing, maintaining, operating, or licensing Wireless Facilities, or ix) any reimbursement of Franchise Fees.
 - e) **Laws**: Any and all applicable constitutions, charters, by-laws, statutes, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or any Agency, in effect at any time during the Term.
 - f) **Micro Wireless Facility**: A Utility Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and (ii) any exterior antenna is no longer than 11 inches.

- g) Permit: Singularly or collectively, all necessary approvals from the City for Utility to construct Utility Facilities in the Right-of-Way as requested by application.
- h) Person: An individual, a corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.
- i) Right-of-Way: The space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or hereafter may exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights-of-way or any property owned or controlled by any Person or Agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency.
- j) Utility Facilities: Utility's Fiber Network and Utility Poles placed in the Right-of-Way.
- k) Utility Pole: A pole or similar structure in the Right-of-Way owned by Utility or any third party (but not the City) that is or may be used, in whole or in part, for telecommunications, cable or broadband services, or electric distribution.
- l) Term: This Agreement shall commence on the Effective Date and extend for an initial term of ten (10) years (the "Initial Term"), unless it is earlier terminated by either Party in accordance with the terms of this Agreement. This Agreement shall automatically renew for up to **three (3)** additional terms of five (5) years each (each a "Renewal Term", together with the Initial Term, the "Term") upon the terms and conditions set forth herein, unless Utility gives written notice to the City of its intent not to renew this Agreement at least **three (3)** months prior to the expiration of the Initial Term or then-current Renewal Term. Notwithstanding, Utility may terminate this Agreement at any time by providing the City with sixty (60) days prior written notice. New terms, provisions, or conditions may also be required by either party upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this Agreement, which may arise from any unforeseen circumstances or interpretations of this Agreement, and/or which are based on the history of performance of the Utility. The parties agree to negotiate new terms and conditions in good faith. Notwithstanding the foregoing, if neither party provides written notice of its intent to negotiate new terms at least six (6) months prior to the expiration of the Initial Term or applicable Renewal Term, this agreement shall automatically renew on the same terms and conditions herein.
- m) Wireless Facilities: Equipment at a fixed location that enables wireless communications including but not limited to equipment associated with wireless communications, radio transceivers, antennas, coaxial, metallic, or fiber-optic cable on or adjacent to such fixed location, regular and backup power supplies, poles and other structures the equipment is attached to, and comparable equipment, regardless of technological configuration.

2) Scope of Agreement

- a) Grant of Access: The City hereby authorizes and permits Utility to enter upon the Right-of-Way and to construct, attach, install, operate, remove, relocate, repair, and maintain the Utility Facilities during the Term. Where necessary, Utility shall obtain permission to attach to any third-party Utility Poles, conduits or related facilities. Utility understands that this Agreement does not provide Utility the exclusive use of the Right-of-Way and that the City has the right to permit other telecommunication service providers to install equipment or devices in the Right-of-Way. Nothing herein shall prevent Utility from providing telecommunication services to its customers, including use of capacity or lease of portions of Utility Facilities. The customer(s)'s rights to use capacity or lease such portions of Utility's Facilities shall not require a separate franchise, license, use agreement, permits or other authorizations provided that Utility does not in any way surrender control over Utility Facilities and Utility remains responsible for its obligations under this Agreement.
- b) Conditions to Rights: Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Utility a real property interest in land, including any fee, leasehold interest, or easement.

- c) **No Interference:** Utility shall not interfere with any other use of the Right-of-Way, except as allowed by Permit, permission of any facility owner, or applicable Laws. The City agrees to require the same prohibition on interference from all other Persons permitted to use the Right-of-Way during the Term.
- d) **No Priority:** This Agreement does not establish any priority for the use of the rights-of-way by Utility or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the City in the performance of its various functions, the second priority shall be to the public generally, and thereafter, as between franchisees and other permit holders, as reasonably determined by the City on a competitively neutral and nondiscriminatory basis, in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Alabama.

3) **Permit Process**

- a) **Permits Required:** If the construction, attachment, installation, operation, maintenance, or modification of Utility Facilities in the Right-of-Way shall require any Permit under Law, Utility shall apply for the appropriate Permit and pay the associated Permit fees, provided: (i) the Permit fee only encompasses the City's reasonable, direct costs of processing the Permit application; and (ii) such Permits are required from other utility providers for the installation of facilities in the Right-of-Way.
 - b) **Processing of Permits:** The City shall process Applications within sixty (60) days (the "Shot Clock"), on the following schedule: (i) within ten (10) days of receipt of an Application, the City shall determine if the Application is complete and inform Utility; (ii) if the City issues a notice of incompleteness, then the Shot Clock will stop until Utility responds; (iii) upon Utility remedying the incompleteness, the Shot Clock will reset at sixty (60) days; (iv) if the City finds the response to be incomplete, the Shot Clock will stop again, but restart and not reset when the Utility responds; (v) if the City has not provided necessary Permits at the expiration of the Shot Clock, then the Permit is deemed to have been granted and Utility is free to commence construction as set forth in the Application.
 - c) **General Terms:** The Utility Facilities shall not be subject to any zoning, planning, or land use regulation or to any discretionary approval process or public hearing, except to the extent such processes have been applied to all telecommunications utility installations permitted within the Right-of-Way. Utility shall provide "As-Built Drawings" upon completion of any work under a Permit.
 - d) **Alternative Excavation Methods:** The City may consider alternative excavation methods as deemed appropriate by both Parties. The City's approval of such methods shall be on the same terms as other utility installations using such methods.
- 4) **Relocation:** At no cost to the City, Utility shall relocate or adjust the Utility Facilities as required in connection with any future improvements constructed on behalf of the City in the Right-of-Way ("**Public Project**") as requested in writing by the City within a reasonable time under the circumstances so long as all other occupiers of the same Right-of-Way are required under the same conditions as Utility. The City will use its best effort to accommodate Utility's request for relocation, including providing an equivalent alternative location of Utility Facilities. Any costs related to projects other than Public Projects which require the relocation or adjustment of Utility Facilities shall be borne by the applicable Person funding the project.

5) **Damage to Right-of-Way or other Property**

- a) Whenever Utility excavates or does other work in the public right-of-way, such excavation or other work shall be done in compliance with the laws and regulations of the City in effect at the time of such excavation or other work. All work authorized and required under this Agreement shall be accomplished in a safe, thorough, and workmanlike manner, or better. All installation of facilities shall be durable and installed in accordance with current professional engineering standards.
- b) If at any time the Utility intends to perform construction work in any right-of-way, the Utility shall obtain a right-of-way permit from the City and shall provide the City with notice before commencing any such work as required by the Right-of-Way Permit application process.

- c) In no less than ten (10) business days after the completion of repair or installation, unless otherwise approved by the City, Utility shall restore or replace any pavement, sidewalk, pedestrian lighting, curbs, gutters, grass, landscaping material or other materials or structure damaged in the course of its work to City standards at Utility's sole expense, and shall thereafter, from time to time, readjust, fill and finish the same as may be necessary due to settling of the earth associated with Utility's disruption of the public way. In the event excavation or disturbance of special sidewalk pavement areas is necessary, Utility shall restore those areas to their preexisting conditions which restoration shall meet City standards. Failures within an area which has been disturbed, excavated or encumbered by Utility which are discovered within twenty-four (24) months of the restoration or replacement specified herein, shall be the responsibility of Utility pursuant to this provision.
 - d) If, after thirty (30) days written notice from the City to Utility, Utility fails to commence, neglects, or refuses to make restorations as required under this Section, then the City may (but is not required to) do such work or cause it to be done, and Utility shall pay the cost thereof to the City within thirty (30) days of the City providing an itemized list of the costs and expenses incurred in performing such work. The City may, at its option, recover such amount from the performance bond, certificate of deposit, letter of credit or insurance required herein. If Utility causes any damage to private property in the process of restoring facilities, Franchisee shall repair such damage, ordinary wear and tear excepted. Utility shall warrant any restoration work performed under this Agreement, including the maintenance of any landscaping or vegetation installed as part of the restoration work, for a period of twenty-four (24) months. This restoration requirement shall survive the expiration, revocation and termination of this Agreement.
 - e) In any dispute over the adequacy of restoration or maintenance under this Section, the City shall have the authority, in the exercise of its reasonable discretion, to determine the adequacy of the restoration or maintenance.
 - f) The City reserves the right to inspect, upon seven (7) days written notice to Utility, the installation and maintenance of the fiber optic cable and related equipment. The City shall have the right to inspect all work performed by Utility in, on or above City rights-of-way, whether during the performance of such work or after completion as long as such inspection does not disrupt Utility's system operation.
- 6) **Compensation to the City:** The Utility shall pay or cause to be paid to the City the amounts set forth in this Section Six as compensation for this Agreement.
- a) **Franchise Fees—Amount.** The Utility shall pay to the City franchise fees in an amount equal to three percent (3%) of Gross Revenues, as defined herein, collected by the Utility for the first two (2) years from the Effective Date of this Agreement. Thereafter, for the next two (2) year term Utility shall pay The City an amount equal to four percent (4%) of the gross revenues collected by the Utility. For the remainder of this Agreement, Utility shall pay The City an amount equal to five percent (5%) of the gross revenues collected by Utility.
 - b) **Franchise Fees—Payment.** Payments of franchise fees shall be made on an annual basis and shall be remitted not later than thirty (30) days after the last day of December throughout the term of this Agreement.
 - c) **Utility to Submit Franchise Fee Report.** The Utility shall submit to the City, not later than thirty (30) days after the last day of December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the annual payment of franchise fees is being made.
- 7) **Communications with the City of Madison and its Citizens**
- a) The Utility agrees that its employee, representative and/or all authorized subcontractors performing any work with or on behalf of the Utility shall be obligated to readily identify themselves upon a reasonable request from any citizen and/or property owner upon such employee, representative and/or sub-contractor entering any public and/or private property.
 - b) The Utility agrees that its employees performing any work within the City of Madison shall be obligated to maintain some form of identification on all vehicle utilized to perform work within rights-of-way so that all citizens can reasonably ascertain that the vehicle is conducting work with the Utility.

- c) To the best extent practicable, the Utility and its employees, representatives and/or all authorized subcontractors will attempt to notify all residents and/or owners of property, in advance, that the Utility, its representatives and/or its subcontractors seek to enter their property to perform work authorized by this Agreement.
 - d) The City shall have the right to ask the Utility for a conference within thirty (30) days of such request, during which Utility will provide to the City a schedule of its then-proposed or then-anticipated construction activities that may affect the rights-of-way and any activities that will entail excavation or tunneling within the rights-of-way. Further, Utility shall meet with the City and other franchise holders and users of the rights-of-way upon written notice as determined by the City, to schedule and coordinate construction in the rights-of-way. All construction locations, activities, and schedules shall be coordinated as ordered by the City to minimize public inconvenience, disruption, or damages.
- 8) **Indemnification:** To the extent permitted by Law, Utility hereby agrees to indemnify, defend and hold harmless The City, its Mayor and Council, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively, from all losses, claims, suits, judgments, demands, expenses, subrogation, attorney's fees, costs or actions of any kind and nature resulting from personal injury to any person, including employees of Utility or of any contractor or subcontractor employed by Utility, (including bodily injury and death) or damages to any property, arising out of Utility's use and occupancy of The City's right-of-way and Utility's operations conducted thereon or out of the acts or omissions of Utility, its contractors, subcontractors, officers, agents and employees while exercising any of the other rights or privileges granted by this Agreement, and by its acceptance of the franchise, Utility agrees that it will pay all damages and penalties which The City may be legally required to pay as a result of the Utility. Notwithstanding the foregoing, Utility shall not be obligated to indemnify The City for claims resulting solely from the grossly negligent or willful acts of The City or its representatives.
- 9) **Compliance with Laws:** Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that activities performed under this Agreement comply with Laws, including: (i) worker's compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Section 31-13-1 and (vi) all Laws relating to environmental matters or occupational safety.
- 10) **Insurance**
- a) **Insurance Coverage:** Utility shall maintain at all times during the term of this Agreement (i) Commercial General Liability insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence personal and advertising injury and in an amount of Two Million Dollars (\$2,000,000) annual aggregate and products-completed operations; (ii) Commercial Automobile Liability Insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per accident (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall include the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Utility's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide the City with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Utility shall be responsible for notifying the City of any change or reduction of the occurrence or aggregate limits set forth above.
 - b) **Filing of Certificates and Endorsements:** Prior to the commencement of any work pursuant to this Agreement, Utility shall file with the City per the Notice section of this Agreement the required original certificate(s) of insurance with endorsements, which shall state the following:

- (i) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts.
- (ii) That Utility's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (iii) That Utility's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.
- c) Workers' Compensation Insurance: Utility shall maintain at all times during the Term statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) for each employee, One Million Dollars (\$1,000,000) per disease, and a One Million Dollar (\$1,000,000) policy limit and shall furnish the City with a certificate showing proof of such coverage.
- d) Insurer Criteria: Any insurance provider of Utility shall be authorized to do business in the state in which the City is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves).
- e) Severability of Interest: Any self-insured retentions must be stated on the certificate of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

11) Bond, Certificate of Deposit or Letter of Credit

- a) Utility shall obtain and maintain, or cause to be obtained and maintained, during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the City Clerk a corporate surety (performance) bond, certificate(s) of deposit assigned to the City or irrevocable, unconditional letter of credit in the amount of Fifty Thousand Dollars (\$50,000), both to guarantee the timely construction and full activation of Utility's system and to secure the faithful performance of Utility of all its obligations provided under this Franchise Agreement. The amount of such bond, certificate(s) of deposit or letter of credit shall be increased to the amount of One Hundred Thousand Dollars (\$100,000) following the initial ten (10) year term of this Agreement. Failure to timely obtain, file, assign and/or maintain such bond, certificate(s) of deposit or letter of credit at all times at the required amount shall constitute a substantial violation of this Agreement. If Utility elects to deposit and assign for the benefit of the City a certificate(s) of deposit, any interest earned on the principal sum required shall inure to the benefit of the Utility and any tax liability on said interest will inure to the Utility.
- b) **Conditions**: The performance bond shall provide, and certificate(s) of deposit and letter of credit shall be subject to, the following conditions:
 - (1) There shall be recoverable by The City, jointly and severally from the principal and surety, or from the certificate(s) of deposit or letter of credit, any and all fines and penalties due to the City and any and all damages, losses, costs, and expenses suffered, incurred by or resulting from failure of Utility to: faithfully comply with the provisions of the franchise; comply with all applicable orders, permits and directives of any City agency or body having the City over its acts or defaults; pay any claims, liens or taxes due to The City which arise from or by reason of the construction, operation, maintenance or repair of the communications system.
 - (2) The total amount of the bond, certificate(s) of deposit or letter of credit shall be forfeited in favor of the City in the event:
 - (i) Utility abandons its system at any time during the term of the franchise or extension thereof or ceases operation of the system for a period in excess of six (6) months; and/or
 - (ii) Utility assigns the franchise in violation of the terms of this Agreement.

- c) The performance bond, certificate(s) of deposit or letter of credit required herein shall be in a form satisfactory to the City Attorney. Any performance bond shall require thirty (30) days' written notice of any non-renewal, alteration or cancellation to both the City and Utility. Utility shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within thirty (30) days following the receipt by the City or Utility of any notice of cancellation. Failure to do so shall constitute a substantial violation of this Agreement. The performance bond, certificate(s) of deposit or letter of credit shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of the franchise and thereafter until the Utility has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation or maintenance of the system or breach or termination of the franchise. If the bond, certificate(s) of deposit or letter of credit is drawn down for any reason, the bond, certificate(s) of deposit or letter of credit shall be renewed to the amounts required by the City.
- d) The City shall notify the Utility in writing and allow Utility thirty (30) days to cure, unless such time to cure is extended by the City, before calling the surety bond or drawing upon the certificate of deposit or letter of credit.

11) Force Majeure: Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, inclement weather, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.

12) Contacts and Notices

- a) Utility shall provide the means for immediate notification and communication by the City with the supervisor in the field by means of a pager, cellular phone or other similar means of communication during all phases of construction. Similarly, the Utility must identify any sub-contractor associated with any complaint from citizens and/or the City and provide a means of immediate communication with such sub-contractor, including either a pager, cellular phone or other means of communication upon such request from the City.
- b) All notices Pursuant to this Agreement shall be in writing and delivered personally or delivered at the locations below by: (i) U.S. Postal Service registered or certified mail; or (ii) overnight delivery service. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either Party may change or add any address by written notice to the other Party delivered in the same manner.

If to the City:

Brian Kilgore
City Attorney
City Hall of Madison
100 Hughes Road
Madison, Alabama 35758

If to Utility:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Teddy Adams, General Counsel

With a copy to:

Steve Smith
City Administrator
City Hall of Madison
100 Hughes Road
Madison, Alabama 35758

With a copy to:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Contracts Administration

24/7 emergency contact number:

256-774-4404

24/7 emergency contact information:

1-855-933-4237

13) **Default:** Upon written notice of material default (“Default”) by either Party, the other Party shall have thirty (30) days to cure the Default. If the Default cannot reasonably be cured within thirty(30) days by the defaulting Party, the cure period shall be extended by a reasonable time provided that the defaulting Party commences its cure during the thirty (30) day period and diligently pursues the cure to completion. Either Party may terminate this Agreement upon an uncured Default.

14) **Assignment:** This Agreement shall not be assigned by Utility without the written consent of the City. However, the assignment, transfer or delegation of the rights and obligations of Utility hereunder to Utility’s financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to the City. This Agreement is binding upon the successors and assigns of the Parties.

15) **Governing Law**

- a) **Choice of Law:** This Agreement shall be governed and construed by and in accordance with the laws of the state where the City is located, without reference to its conflict of law principles.
- b) **Venue:** Any litigation commenced under this Agreement shall be brought exclusively in the federal or state courts with authority in the City. The prevailing Party shall be entitled to recover its cost of suit, including reasonable attorneys’ fees.
- c) **Change of Laws:** In the event of any legislative or regulatory change to applicable Laws that implement greater limitations on Right-of-Way access fees, permit fees, and/or permitting timelines, those limits set forth in this Agreement shall be automatically adjusted on the effective date of the applicable Laws and shall apply to all applicable Utility Facilities.

16) **General Provisions**

- a) **Interpretation:** All headings contained in this Agreement are inserted for convenience only. Where appropriate: the singular shall include the plural and vice versa; “or” shall mean “and/or”; and “including” shall mean, “including but not limited to”. In any case where the approval or consent of one Party is to be given under this Agreement, such Party shall not unreasonably delay, condition, or withhold its approval or consent.
- b) **Severability of Provisions:** If any one or more of these provisions of this Agreement become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.
- c) **Waiver; Amendment:** The waiver by either Party of any Default or any violation of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent Default or violation. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
- d) **Representations and Warranties:** Each of the Parties represents and warrants that it has the full right, power, and authority to enter into and perform its obligations hereunder and that no other consents are required.
- e) **Entire Agreement:** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Parties intending to be bound have executed this Agreement as of the Effective Date.

THE CITY:
City of Madison, Alabama

UTILITY:
Crown Castle Fiber LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ORDINANCE NO. 2023-240

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE
CITY OF MADISON TO DISPOSE OF ITS INTEREST IN
CERTAIN REAL PROPERTY**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of its interest in certain real property, described as follows:

A PART OF THE NE 1/4 OF NE 1/4, SECTION 29, TOWNSHIP 3S, RANGE 2W, IDENTIFIED AS TRACT NO. 6 ON PROJECT NO. R042019586 (COG) IN MADISON COUNTY, ALABAMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 1 OF 1:

COMMENCING FROM A COMMON SECTION CORNER FOR SECTION 20, 21, 28, AND 29, T-3-S, R-2-W, THENCE S38°04'58"W A DISTANCE OF 89.24 FEET TO A POINT ON THE ACQUIRED RIGHT OF WAY LINE, ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE N00°14'05"W ALONG THE ACQUIRED RIGHT OF WAY LINE A DISTANCE OF 20.01 FEET TO A POINT ON THE ACQUIRED RIGHT OF WAY LINE 55.00 FEET LEFT OF WALL TRIANA HIGHWAY STATION 70+07.25;

THENCE S88°41'32"E ALONG THE PRESENT PROPERTY LINE A DISTANCE OF 16.22 FEET TO A POINT ON THE PRESENT RIGHT OF WAY LINE 38.79 FEET LEFT OF WALL TRIANA HIGHWAY STATION 70+06.81;

THENCE S01°26'49"W ALONG THE PRESENT RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE PRESENT PROPERTY LINE 39.38 FEET LEFT OF WALL TRIANA HIGHWAY STATION 69+86.82;

THENCE N88°41'39"W ALONG THE PRESENT PROPERTY LINE A DISTANCE OF 15.63 FEET TO A POINT ON THE ACQUIRED RIGHT OF WAY LINE 55.00 FEET LEFT OF WALL TRIANA HIGHWAY STATION 69+87.24, THE POINT AND PLACE OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 0.007 ACRE, MORE OR LESS.

WHEREAS, said Property consists of .0007 acre next to the right-of-way on Wall-Triana Highway (herein “the Property”) upon which MU formerly maintained the Property for an interconnection with Harvest-Monrovia Water Works and Utilities; and

WHEREAS, the connection on the Property is no longer in service; and

WHEREAS, pursuant to **Exhibit 1**: Resolution No. WWB-111- 23, MU seeks the consent of the City of Madison for the disposition of its interest in said Property so that Madison County may take responsibility for the removal of the connection; and

WHEREAS, the City Council has determined that the above-described property is no longer needed for MU’s public or municipal purposes; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the Council does hereby give consent to the proposed disposition of MU’s interest in the Property in accordance with Alabama Code Section 11-50-314.

READ and ADOPTED this 14th day of August 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. WWB-11-23

**A RESOLUTION TO DECLARE CERTAIN INTERESTS IN REAL PROPERTY OF
THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO BE
SURPLUS AND NO LONGER NEEDED FOR MUNICIPAL PURPOSES OF THE
BOARD AND FURTHER TO AUTHORIZE THE DISPOSITION OF SAID REAL
PROPERTY TO MADISON COUNTY, ALABAMA**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") owns an interest in certain real property, specifically a 0.007-acre parcel of property as described in the statutory warranty deed attached hereto as Exhibit 1, for which MU has no continuing need; and

WHEREAS, it is the desire of MU to declare said interest in real property to be surplus and no longer needed for Board purposes and to authorize the conveyance of its interest in said real property to Madison County, Alabama by statutory warranty deed.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 17th day of July, 2023, that MU declares that the property described above and on the attached statutory warranty deed is no longer needed for its public purposes and, upon approval of an Ordinance of the City of Madison approving the disposition of said property by the Board, the Chairman of the Board is hereby directed to convey by statutory warranty deed MU's interest in the said real property to Madison County, Alabama.

BE IT FURTHER RESOLVED that the Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance in accordance with *Ala. Code* § 11-50-314 to give its consent to the disposition of MU's interest in the referenced property and to authorize MU to convey the aforesaid portion of property to Madison County, Alabama.

READ, PASSED, AND ADOPTED THIS 17th DAY OF July, 2023.



Terris Tatum, Chairman
Water and Wastewater Board of the City of
Madison, Alabama

ATTEST:



Emory DeBord, Secretary-Treasurer



Exhibit "A"

LEGAL DESCRIPTION

A PART OF THE NE 1/4 OF NE 1/4, SECTION 29, TOWNSHIP 3S, RANGE 2W, IDENTIFIED AS TRACT NO. 6 ON PROJECT NO. R042019586 (CDG) IN MADISON COUNTY, ALABAMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 1 OF 1:

COMMENCING FROM A COMMON SECTION CORNER FOR SECTION 20, 21, 28, AND 29, T-3-S, R-2-W, THENCE S38°04'58"W A DISTANCE OF 89.24 FEET TO A POINT ON THE ACQUIRED RIGHT OF WAY LINE, ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE N00°14'05"W ALONG THE ACQUIRED RIGHT OF WAY LINE A DISTANCE OF 20.01 FEET TO A POINT ON THE ACQUIRED RIGHT OF WAY LINE 55.00 FEET LEFT OF WALL TRIANA HIGHWAY STATION 70+07.25;

THENCE S88°41'32"E ALONG THE PRESENT PROPERTY LINE A DISTANCE OF 16.22 FEET TO A POINT ON THE PRESENT RIGHT OF WAY LINE 38.79 FEET LEFT OF WALL TRIANA HIGHWAY STATION 70+06.81;

THENCE S01°26'49"W ALONG THE PRESENT RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE PRESENT PROPERTY LINE 39.38 FEET LEFT OF WALL TRIANA HIGHWAY STATION 69+86.82;

THENCE N88°41'39"W ALONG THE PRESENT PROPERTY LINE A DISTANCE OF 15.63 FEET TO A POINT ON THE ACQUIRED RIGHT OF WAY LINE 55.00 FEET LEFT OF WALL TRIANA HIGHWAY STATION 69+87.24, THE POINT AND PLACE OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS 0.007 ACRE, MORE OR LESS.

ORDINANCE NO. 2023-220

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 120 LAKE CREST DRIVE, LOT 29 OF SILVER CREEK SUBDIVISION PHASE V

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Coppens Family Living Trust and Trustees Chris Joseph Coppens and Jody Lynn Coppens, requesting the vacation of utility and drainage easement located within 120 Lake Crest Drive, Lot 29 of Silver Creek Subdivision Phase V and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF LOT 29 OF SILVER CREEK PHASE V, MADISON ALABAMA, AS RECORDED IN PLAT BOOK 27, PAGE 60, A RESUBDIVISION OF TRACT 6A AND A PORTION OF TRACT 4 OF A RESUBIDIVISION OF LOT 1, OF WHITE ESTATES SUBDIVISION, SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 71, BOTH IN THE OFFICE OF JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA. ALL IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT POINT THAT IS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 15.00 FEET AND NORTH 89 DEGREES 48 MINUTES 09 SECONDS EAST 10.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 29

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 48 MINUTES 09 SECONDS EAST 124.35 FEET TO A POINT; THENCE SOUTH 00 DEGREES 11 MINUTES 51 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 48 MINUTES 09 SECONDS WEST 124.37 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 621.8 SQUARE FEET

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easement in favor of **Coppens Family Living Trust and Trustees Chris Joseph Coppens**

and Jody Lynn Coppens, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of July 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA

§

QUITCLAIM DEED

§

(VACATION OF EASEMENT)

COUNTY OF MADISON

§

No title search requested and none prepared.

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Coppens Family Living Trust and Trustees Chris Joseph Coppens and Jody Lynn Coppens,** (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF LOT 29 OF SILVER CREEK PHASE V, MADISON ALABAMA, AS RECORDED IN PLAT BOOK 27, PAGE 60, A RESUBDIVISION OF TRACT 6A AND A PORTION OF TRACT 4 OF A RESUBIDIVISION OF LOT 1, OF WHITE ESTATES SUBDIVISION, SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 71, BOTH IN THE OFFICE OF JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA. ALL IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT POINT THAT IS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 15.00 FEET AND NORTH 89 DEGREES 48 MINUTES 09 SECONDS EAST 10.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 29

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 48 MINUTES 09 SECONDS EAST 124.35 FEET TO A POINT; THENCE SOUTH 00 DEGREES 11 MINUTES 51 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 48 MINUTES 09 SECONDS WEST 124.37 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 621.8 SQUARE FEET.

TO HAVE AND TO HOLD to said Grantee, its heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of July, 2023.

City of Madison, Alabama,
a municipal corporation

Attest:

Quitclaim Deed
120 Lake Crest Drive, U&D VOE
Page 1 of 2

By: _____
Paul Finley, Mayor
City of Madison, Alabama

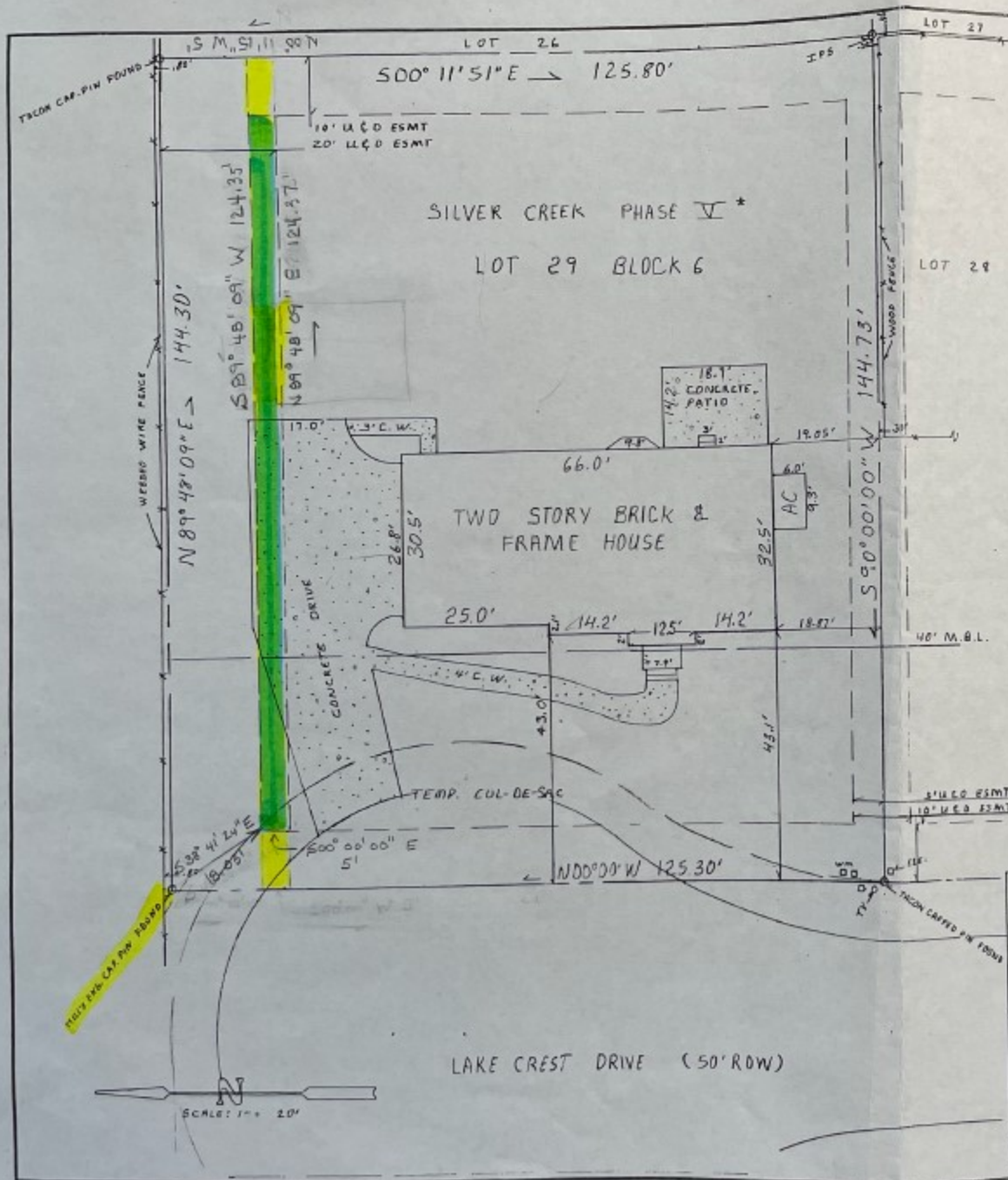
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand this the _____ day of June 2023.

Notary Public



TACON LAND SURVEYING CO., INC.
605 HIGHWAY 231 LACEY'S SPRING, AL. 35754

SPOT
SILVER CREEK PHASE V*

SCALE: 1" = 20'

APPROVED BY:

DRAWN BY KAB

DATE: 3-31-94

REVISED 6-14-94

LOT 29 BLOCK 6

DRAWING NUMBER
94-232 94-424

ORDINANCE NO. 2023-221

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 26-38 OF THE HEIGHTS AT TOWN MADISON PHASE 5

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of SMB Land, LLC requesting the vacation of utility and drainage easement located within Lots 26-38 of The Heights at Town Madison Phase 5:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT No. 1 TO BE VACATED

A PORTION OF THAT 20' UTILITY AND DRAINAGE EASEMENT AS SHOWN ON THE FINAL PLAT OF THE HEIGHTS AT TOWN MADISON PHASE 5 RECORDED IN PLAT BOOK 2022, PAGE 424, PROBATE OFFICE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 26 OF SAID PLAT BEING ON THE SOUTHERN RIGHT-OF-WAY OF TOWN MADISON BOULEVARD; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY S02°40'21"E 12.00 FEET TO THE POINT OF BEGINNING; THENCE N87°19'39"E 418.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 3.06 FEET, AND A CHORD BEARING AND DISTANCE OF S12°24'30"E 3.04 FEET; THENCE S02°40'21"E 5.00 FEET; THENCE S87°19'39"W 419.00 FEET; THENCE N02°40'21"W 8.00 FEET TO THE POINT OF BEGINNING.

EASEMENT No. 2 TO BE VACATED

A PORTION OF THAT 20' UTILITY AND DRAINAGE EASEMENT AS SHOWN ON THE FINAL PLAT OF THE HEIGHTS AT TOWN MADISON PHASE 5 RECORDED IN PLAT BOOK 2022, PAGE 424, PROBATE OFFICE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 37 OF SAID PLAT BEING ON THE SOUTHERN RIGHT-OF-WAY OF TOWN MADISON BOULEVARD; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY S02°40'21"E 12.00 FEET TO THE POINT OF BEGINNING; THENCE N87°19'39"E 58.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 3.06 FEET, AND A CHORD BEARING AND DISTANCE OF S12°24'30"E 3.04 FEET; THENCE S02°40'21"E 5.00 FEET; THENCE S87°19'39"W 233.00 FEET; THENCE N02°40'21"W 5.00 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 3.06 FEET, AND A CHORD BEARING AND DISTANCE OF N07°03'47"E 3.04 FEET; THENCE N87°19'39"E 173.49 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easement in favor of **SMB Land, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of July 2023.

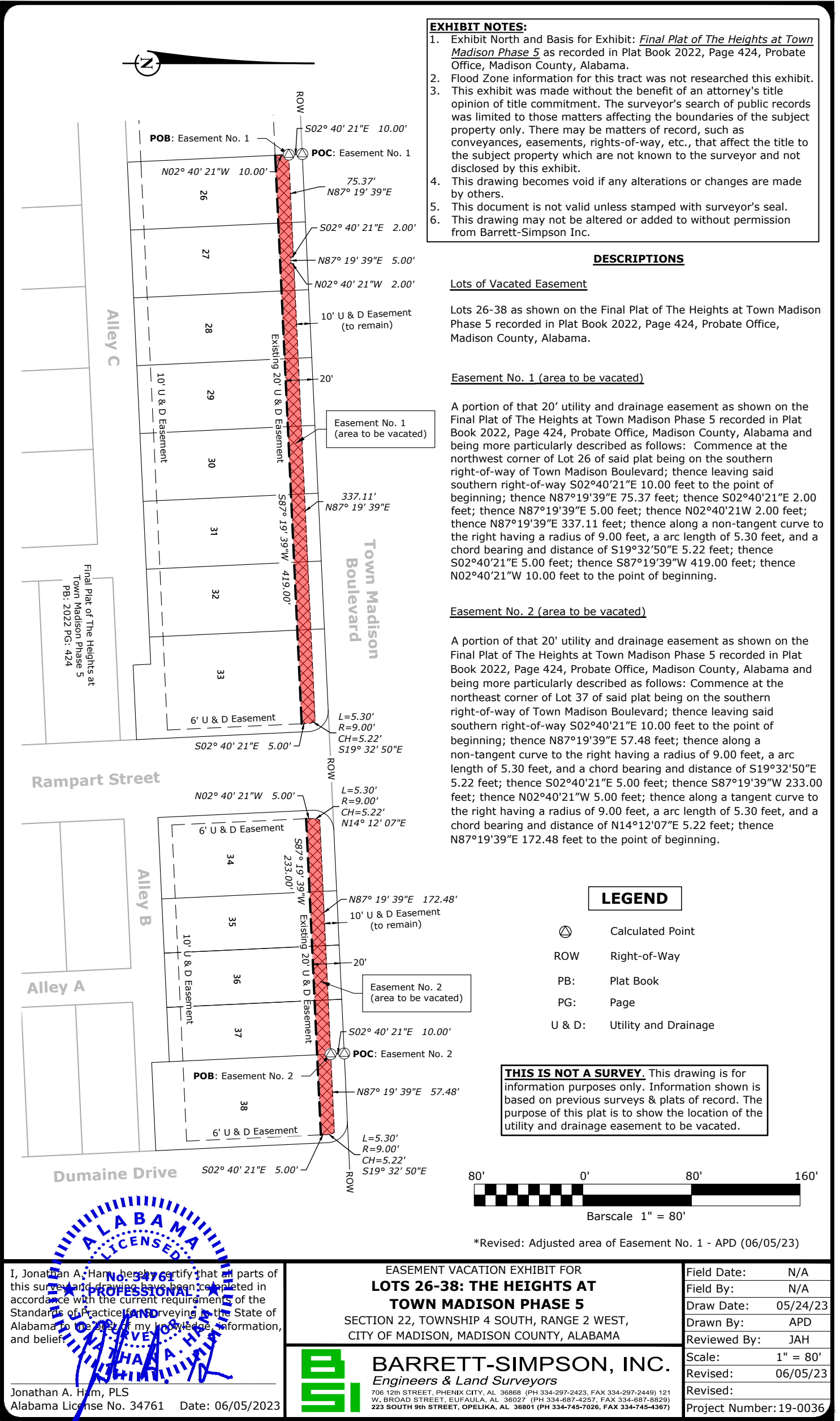
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama



I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jonathan A. Ham, PLS
Alabama License No. 34761 Date: 06/05/2023

EASEMENT VACATION EXHIBIT FOR
**LOTS 26-38: THE HEIGHTS AT
TOWN MADISON PHASE 5**
SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
CITY OF MADISON, MADISON COUNTY, ALABAMA



BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449) 121
W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Field Date:	N/A
Field By:	N/A
Draw Date:	05/24/23
Drawn By:	APD
Reviewed By:	JAH
Scale:	1" = 80'
Revised:	06/05/23
Revised:	
Project Number:	19-0036

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **SMB Land, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT No. 1 TO BE VACATED

A PORTION OF THAT 20’ UTILITY AND DRAINAGE EASEMENT AS SHOWN ON THE FINAL PLAT OF THE HEIGHTS AT TOWN MADISON PHASE 5 RECORDED IN PLAT BOOK 2022, PAGE 424, PROBATE OFFICE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 26 OF SAID PLAT BEING ON THE SOUTHERN RIGHT-OF-WAY OF TOWN MADISON BOULEVARD; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY S02°40’21”E 12.00 FEET TO THE POINT OF BEGINNING; THENCE N87°19’39”E 418.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 3.06 FEET, AND A CHORD BEARING AND DISTANCE OF S12°24’30”E 3.04 FEET; THENCE S02°40’21”E 5.00 FEET; THENCE S87°19’39”W 419.00 FEET; THENCE N02°40’21”W 8.00 FEET TO THE POINT OF BEGINNING.

EASEMENT No. 2 TO BE VACATED

A PORTION OF THAT 20’ UTILITY AND DRAINAGE EASEMENT AS SHOWN ON THE FINAL PLAT OF THE HEIGHTS AT TOWN MADISON PHASE 5 RECORDED IN PLAT BOOK 2022, PAGE 424, PROBATE OFFICE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 37 OF SAID PLAT BEING ON THE SOUTHERN RIGHT-OF-WAY OF TOWN MADISON BOULEVARD; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY S02°40’21”E 12.00 FEET TO THE POINT OF BEGINNING; THENCE N87°19’39”E 58.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 3.06 FEET, AND A CHORD BEARING AND DISTANCE OF S12°24’30”E 3.04 FEET; THENCE S02°40’21”E 5.00 FEET; THENCE S87°19’39”W 233.00 FEET; THENCE N02°40’21”W 5.00 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 3.06 FEET, AND A CHORD BEARING AND DISTANCE OF N07°03’47”E 3.04 FEET; THENCE N87°19’39”E 173.49 FEET TO THE POINT OF BEGINNING.

*Quitclaim Deed
The Heights at Town Madison Phase 5, U&D VOE
Page 1 of 2*

TO HAVE AND TO HOLD to said Grantee, its heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of July, 2023.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand this the _____ day of July 2023.

Notary Public

RESOLUTION NO. 2023-222-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH BASELINE SPORTS CONSTRUCTION, LLC**

WHEREAS, on May 31, 2023, the City issued Invitation to Bid Number 2023-005 for installation of LED Lights to be located on the newly acquired Intergraph Park Property (herein “the Project”); and,

WHEREAS the City properly advertised said invitation to bid and provided April 26, 2023 as the date for submitting sealed bids to the City; and,

WHEREAS, on June 20, 2023, no person or entity submitted a bid for the Project; and,

WHEREAS, Alabama Code Section 39-2-6 provides that should no bids be received a municipality may negotiate directly with potential providers and not be subject to the provisions of the Public Works Competitive Bid Statute; and,

WHEREAS, the Parks and Recreation Department has opted to contact Baseline Sports Construction, LLC to endeavor to complete the Project in accordance with 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 a General Contracting Services Agreement with Baseline Sports Construction, LLC, for installation of LED lighting for the Intergraph Park, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Agreement for General Contracting Services” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Baseline Sports Construction, 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 24th day of July 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between **Baseline Sports Construction, LLC** hereinafter "Contractor," and the City of Madison, Alabama, a Municipal Corporation, hereinafter "City" or "Owner."

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

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree to enter into a public works project (hereinafter the "Project") for which no person or entity submitted bids on June 20, 2023, pursuant to a properly noticed competitive bid pursuant to the Alabama Public Works Competitive Bid Act.

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

ARTICLE I. GENERALLY

A. Contract. As used throughout these documents, the term "Contract" means and includes all of the following documents: all General Specifications, any Detail Specifications, Supplemental and Special Conditions (if attached), together with this Agreement and any modifications, including Change Orders, if made, and the drawings, plans, and profiles now on file with the City Attorney and City Representative, as well as all guaranties and sureties posted Contractor in connection with this Contract and all insurance certificates.

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

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

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

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which

alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.

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

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

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.
3. The terms "include," "including," and similar terms are construed as if followed by the phrase, "without being limited to".

4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
5. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

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

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

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

I. Alabama Immigration Law. By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in *Ala. Code* § 31-13-1 (1975), et seq.

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

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay, and the Contractor will accept in full consideration for the performance of the Project payment in accordance with this Agreement, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **one hundred twenty-eight thousand five hundred fifty-three dollars (\$128,253.00).**

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

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

C. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

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

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

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

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

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

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

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

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof pursuant to *Ala. Code* §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance, or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

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

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

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

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

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

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

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

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

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

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on or about July 31, 2023.

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

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

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

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

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

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

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

1. the actual cost of the Project completed in conformity with this Agreement; plus

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

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

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

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

E. Time of the Essence; Liquidated Damages. The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, *time is of the essence*. The Project contracted hereunder shall be fully completed within ninety (90) days following the execution of the Notice to Proceed. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended, it is understood and agreed that there may be deducted by the City from the partial and/or final payments to the Contractor, or otherwise charged to the Contractor, a sum computed at the rate of One Hundred Dollars (\$100.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

It is understood and agreed by the parties that the above deduction is not a penalty, but money due to reimburse the City for inconvenience and damage to the general public due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the City shall not constitute an election or waiver by the City of recovery of additional delay or non-delay-related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damages clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

ARTICLE IV. WORK AND MATERIALS

A. Cooperation of Contractor. Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to

facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

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

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

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

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

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

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

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

adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

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

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

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

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

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

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

T. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney’s fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

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

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

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

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor’s activities in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.

4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.
5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing, and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive, and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.
8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>

Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

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

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

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.
4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss

due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.

6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
 - c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
 - d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
 - e. There shall be a statement that full aggregate limits apply per job or contract.
 - f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
 - g. Insurance shall contain no XCU exclusions or special endorsements.
 - h. Full aggregate limits must apply per job or contract.

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

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

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

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold

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

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

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

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

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

ARTICLE VI. OBSERVATION OF THE PROJECT

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

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his

designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

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

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

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

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

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

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

ARTICLE VII. PROJECT COMPLETION

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

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the

responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

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

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

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

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

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

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

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

E. Notice of Completion. Contractor shall, immediately after the completion of any portion of the Project and acceptance by the Owner as provided for in this Agreement, give notice as required by and in accordance

with Ala. Code §39-1-1(f). Proof of publication of said notice shall be made by the Contractor to the City of Madison by affidavit of the Publisher and a printed copy of the notice published.

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

1. Evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the Contract and with the consent of the surety for release of final payment. If any subcontractor refuses to furnish such a release, Contractor may, with the consent of the City representative, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion, including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. In accordance with Ala. Code §39-2-12(c), a Non-Resident Contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

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

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

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

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall

replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

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

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

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

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

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

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

ARTICLE IX. LAWS, PERMITS

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

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

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its

officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

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

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

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

3. **All notices to the City shall be addressed as follows:**

Parks and Recreation Director
City of Madison Parks and Recreation Department
8324 Madison Pike
Madison, Alabama 35758

With a copy to:

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

All notices to Contractor shall be addressed as follows:

Steve Clift
Baseline Sports Construction, LLC
3600 Henson Road
Knoxville, TN 35758

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

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.

3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or

acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment.

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

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

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

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

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

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

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

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this ____day of_____, 2023.

Notary Public

Contractor

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

BASELINE

SPORTS CONSTRUCTION
865.588.4320
www.baselinellc.com

SCANNED PROPOSAL

CITY OF MADISON, ALABAMA
INTERGRAPH PARK LED LIGHTING INSTALLATION
BID NUMBER: 2023-005-ITB

City of Madison, Alabama
ATTN: Kory Alfred and Alicia Walden
100 Hughes Road, Madison, Alabama 35758

SUBMITTED BY

Steve Clift, Vice President
Baseline Sports Construction,
LLC, 3600 Henson Road, Knoxville, TN 37921
Steve@baselinellc.com, 423-593-8284

AL Contractors License #45737
Unlimited; Expiration date: November 30, 2023

City of Madison, Alabama
Bid Number: 2023-005-ITB
Project Title: Intergraph Park LED Lighting Installation
Issued: May 31, 2023



BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Baseline Sports Construction, LLC

Business Address: 3600 Henson Road, Knoxville, TN 37921

Business Phone: 865-588-4320

Company's E-mail: info@baselinellc.com

Authorized Representative: Steve Clift

Title: Vice President

Representative Phone: 865-588-4320 (work) 423-593-8284 (cell)

Representative's Email Address(es): Steve@baselinellc.com

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

License Class & Bid Limit: General Contractor, Unlimited

Alabama General Contractor No.: 45737

Alabama General Contractor Specialty: GC specializing in sports construction

Alabama General Contractor License Major Categories:

- (1) BC: Building Construction, MU-S: Concrete Pavement, MU-S: Concrete MU-S: Fencing, MU-S: Paving & Asphalt, MU-S: Striping, REP:Reciprocity
- (2) of Tennessee, SC: Tennis Courts

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

C. ADDENDA

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

D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Bidder acknowledges that the City is a tax-exempt entity.

E. **BID GUARANTY Not required per Alicia Walden, Bidding Coordinator, City of Madison**

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

City of Madison, Alabama
Bid Number: 2023-005-ITB
Project Title: Intergraph Park LED Lighting Installation
Issued: May 31, 2023



F. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations. Bidder further declares that he has carefully examined the draft contract for the Work and has checked and verified the completeness of the Contract; that he has personally inspected the drawings and specifications included in the bid packet; and that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the Work, quantities of equipment and materials, as included herein, are brief and are intended only to indicate the general nature of the Work and the Project. Bidder also declares that this Bid is made according to the provisions and terms of the Contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

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

G. CONTRACT COMPLETION TIME

Bidder agrees to begin the Work on the date stated in the Notice to Proceed and to fully complete each assignment in all respects, subject to the timeframes established by the City Representative, and subject to Change Orders and any other lawful adjustments made to the Contract.

H. PERFORMANCE OF WORK

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

IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 22nd day of June, 2023.

Baseline Sports Construction, LLC

Legal Name of Bidder/Company

By: **John W. Ferguson**

John W. Ferguson

Its: **President**

Date: **June 22, 2023**

STATE OF **Tennessee** §

§

COUNTY OF **Knox** §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that **John W. Ferguson**, whose name as **President** of **Baseline Sports Construction, LLC** is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 22nd day of June, 2023.

Gayla L. Lemons
 Notary Public **Gayla L. Lemons**
 Exp: April 7, 2026



City of Madison, Alabama
 Bid Number: 2023-005-ITB
 Project Title: Intergraph Park LED Lighting Installation
 Issued: May 31, 2023



BIDDER PRICING SHEET

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

Total Base Bid:

\$ 128,253.00

Additive Alternate #1:

Refurbishment of the existing poles at the Baseball Fields
 Specifications located in Addendum #1

\$ 17,544.00

Total Base Bid + Additive Alternate #1:

\$ 145,797.00

I, John W. Ferguson, as President
 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.

Date June 22, 2023

John W. Ferguson
 Signature of Authorized Representative John W. Ferguson

City of Madison, Alabama
Bid Number: 2023-005-ITB
Project Title: Intergraph Park LED Lighting Installation
Issued: May 31, 2023



IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Baseline Sports Construction, LLC
ADDRESS: 3600 Henson Road
CITY/STATE/ZIP: Knoxville, TN 37921

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

I hereby attach E-Verify Company ID Number 310141 as proof of Bidder’s enrollment in E-Verify.

I, John W. Ferguson, as President
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.

June 22, 2023
Date

John W. Ferguson
Signature of Authorized Representative **John W. Ferguson**

City of Madison, Alabama
Bid Number: 2023-005-ITB
Project Title: Intergraph Park LED Lighting Installation
Issued: May 31, 2023



DISCLOSURE STATEMENT

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

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

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

 Yes X No

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

N/A

2. Do you understand and acknowledge that:

- a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;
- b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
- c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into? X Yes No

I, John W. Ferguson, as President
 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.

June 22, 2023
 Date

John W. Ferguson
 Signature of Authorized Representative **John W. Ferguson**

City of Madison, Alabama
Bid Number: 2023-005-ITB
Project Title: Intergraph Park LED Lighting Installation
Issued: May 31, 2023



STATEMENT OF NON-COLLUSION

BIDDER NAME: Baseline Sports Construcion, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, John W. Ferguson, as President
 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.

June 22, 2023
 Date

John W. Ferguson
 Signature of Authorized Representative **John W. Ferguson**

City of Madison, Alabama
Bid Number: 2023-005-ITB
Project Title: Intergraph Park LED Lighting Installation
Issued: May 31, 2023



REFERENCES FORM

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

1. Does the City have concurrence from the Bidder to contact any and all references included?
☒ Yes ☐ No
2. Supply names, addresses, and telephone numbers of three (3) customer references for whom your company has provided services similar to those requested by the City. **See attached.**

a. Customer Name: _____
 Address: _____
 Phone Number: _____
 Contact Person: _____
 Contact's Email: _____
 Project Details: _____

b. Customer Name: _____
 Address: _____
 Phone Number: _____
 Contact Person: _____
 Contact's Email: _____
 Project Details: _____

c. Customer Name: _____
 Address: _____
 Phone Number: _____
 Contact Person: _____
 Contact's Email: _____
 Project Details: _____

STATE OF ALABAMA



BID LIMIT:
U
AMOUNT:
UNLIMITED

LICENSE NO.: 45737
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BASELINE SPORTS CONSTRUCTION LLC

KNOXVILLE, TN 37921

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, MU-S: CONCRETE PAVEMENT, MU-S: CONCRETE PROJECTS, MU-S: FENCING, MU-S: PAVING AND ASPHALT, MU-S: STRIPING, REP: RECIPROCITY STATE OF TENNESSEE, SC: TENNIS COURTS

until November 30, 2023 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

8th day of November, 2022

SECRETARY-TREASURER

CHAIRMAN

189947

Client#: 657835

BASELSPORT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Marsh & McLennan Agency LLC
413 North Shore Drive, SW
Suite E
Knoxville, TN 37919

CONTACT NAME: Marilyn S Spoon

PHONE (A/C, No, Ext): 865-588-7200

FAX (A/C, No): 865-588-7224

E-MAIL ADDRESS: Marilyn.Spoon@MarshMMA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Selective Ins. Co. of SC

19259

INSURER B : Selective Insurance Company of America

12572

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Baseline Sports Construction, LLC
3600 Henson Rd.
Knoxville, TN 37921

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		S2405818	11/01/2022	11/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		S2405818	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		S2405818	11/01/2022	11/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC9070801	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	Installation Floater		S2405818	11/01/2022	11/01/2023	\$200,000 Limit \$100,000 Temp Storage \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Baseline Sports Construction
3600 Henson Road
Knoxville, TN 37921

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Baseline Sports Construction, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 310141

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 310141

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - The employee's work authorization has not expired, and
 - The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Baseline Sports Construction, LLC	
Name (Please Type or Print) Jamie K Harrison	Title
Signature Electronically Signed	Date 03/09/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/09/2010

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Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Baseline Sports Construction, LLC
Company Facility Address	3600 Henson Road Knoxville, TN 37921
Company Alternate Address	
County or Parish	KNOX
Employer Identification Number	621837086
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	2

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

TENNESSEE

2 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Paul D Clapp
Phone Number (865) 588 - 4320
Fax Number (865) 588 - 4111
Email Address david@baselinellc.com

Name Jamie K Harrison
Phone Number (865) 588 - 4320
Fax Number (865) 588 - 4111
Email Address kent@baselinellc.com

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REFERENCE LIST FOR RUNNING TRACKS

ATHENS HIGH SCHOOL, ATHENS, AL (2022)

Seawell McKee, 334-546-0686. Track Reconstruction.

LEE COUNTY HIGH SCHOOL, JONESVILLE, VA (2022)

Brian Coomer, 276-346-0173. Track Reconstruction.

MUSCLE SHOALS HIGH SCHOOL, MUSCLE SHOALS, AL (2022)

Dr. Chad Holden, Superintendent 256-389-2600. Track Reconstruction.

SULLIVAN EAST HIGH SCHOOL, BLUFF CITY, TN (2021)

Andy Hare, Principal, 423-354-1900. Track Reconstruction.

POWELL HIGH SCHOOL, POWELL, TN (2021)

Chris Towe, Knox County Schools, 865-594-3772. Track Resurfacing.

LOUDON COUNTY HIGH SCHOOL, LOUDON, TN (2021)

Autumn K. Friday, 423-209-7827. Track & field drainage improvements.

MCEACHERN HIGH SCHOOL, POWDER SPRINGS, GA (2021)

Mike Smoak, BSS, 443-465-8040. New track installation.

RED BANK HIGH SCHOOL, CHATTANOOGA, TN (2020)

Autumn K. Friday, 423-209-7827. Track & field drainage improvements.

BYRNES HIGH SCHOOL, DUNCAN, SC (2020)

Andrew Gable, 864-303-5345. Resurface and track and field events.

CHESTERFIELD HIGH SCHOOL, CHESTERFIELD, SC (2020)

Procurement Supervisor, Wayne Wallace 843-680-2518 Track resurfacing.

COOKEVILLE HIGH SCHOOL, COOKEVILLE, TN (2020)

School Facilities Representative, John Magura, (931)261-4336. Track replacement.



3600 Henson Road, Knoxville, TN 37921
 (800) 205-9521 (865) 588-4320 fax: (865) 588-4111
 Email: info@baselineLLC.com



Synthetic Turf Reference List

Lenoir City High School, Lenoir City, TN (2022)

Conversion from natural to synthetic football and baseball fields. Chris Britain, Athletic Director, can be reached at 865-556-9961.

Sullivan East, Bluff City, TN (2022)

Turf improvements to synthetic baseball and softball fields. Andy Hare, Principal, can be reached at 423-354-1900.

McCallie School, Chattanooga, TN (2022)

Demo and replace synthetic football field. Chip Verner, TKC Management Services, can be reached at 423-493-5556.

Carson Newman University, Jefferson City, TN (2022)

Conversion from natural to synthetic soccer field. Matthew Pope, Athletic director, who can be reached at 865-471-3372.

Carson Newman University, Jefferson City, TN (2021)

Conversion from natural to synthetic softball field. Matthew Pope, Athletic director, who can be reached at 865-471-3372.

Lincoln Memorial University, Harrogate, TN (2021)

Conversion from natural to synthetic turf for lacrosse field. David Laws is the Facilities Construction Superintendent, who can be reached at 423-869-6418.

The Citadel, Charleston, SC (2020)

New installation of synthetic turf football field. Assistant Athletic Director is Geoff Von Dollen, who can be reached at 843-953-5352.

Cookeville High School, Cookeville, TN (2020)

New installation of synthetic turf football field. Julie Baker, the booster club representative can be reached at 423-715-8212. John Magura, the school facilities representative can be reached at 931-261-4336.

Volunteer High School, Church Hill, TN (2020)

New installation of synthetic turf football field. Thomas Floyd, the Assistant Superintendent can be reached at 423-754-3713.



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William G. Cooke Park, Athens, TN (2018/2019)

New construction of synthetic turf fields: 2 softball infields, 1 tee ball field, 1 baseball field, and 1 soccer field. John Gentry, McMinn County Mayor, can be reached at 423-745-7634.

The University of the Cumberlands, Williamsburg, KY (2017/2018)

Installed new synthetic turf varsity football field at their stadium (2017).
Installed new synthetic turf varsity soccer and lacrosse field across from the stadium (2018) Travis Wilson is the Facilities Director, who can be reached at 606-539-4236.

Knox County Schools, Knoxville, TN (2016/2018)

Install new synthetic turf football/soccer fields at 13 Knox County High Schools. The Knox County Schools Director of Facilities Management is Doug Shover, who can be reached at 865-594-1825.

- 2016 - Bearden High School, Central High School, Farragut High School, Fulton High School, Powell High School
- 2017 – South Doyle High School, Gibbs High School, Halls High School, Carter High School, Karns High School
- 2018 – Hardin Valley Academy, Austin East High School, West High School

Lincoln Memorial University, Harrogate, TN (2017)

New construction of synthetic turf fields for both softball and baseball. David Laws is the Facilities Construction Superintendent, who can be reached at 423-869-6418.

Engel Intramural Sports Complex, UTC, Chattanooga, TN (2017)

Turnkey construction of 5 synthetic turf fields including concrete, sub surface drainage, free draining stone base and synthetic turf. Joe Sawyer of Barge Design can be reached at 423-805-9744.

The Citadel, Charleston, SC (2017)

Removal of old turf and reconstruction of subgrade and drainage for new synthetic turf field practice, football field and soccer field. Assistant Athletic Director is Geoff Von Dollen, who can be reached at 843-953-5352.

Sansom Sports Complex, Knoxville, TN (2015)

New construction of multi-field soccer complex. The facility is operated by the Emerald Youth Foundation. David Wells can be reached at 865-256-6792.



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Tennis Courts Reference List

Truett McConnell Tennis, Cleveland, GA (2022)

Jenni Shepard, Vice President of Athletics, Truett McConnell University, 706-491-6327.
New construction of 8 tennis courts.

Tellico Village Pickleball, Loudon, TN (2022)

Clayton Taylor, Tellico Village Property Owners Association, 865-458-7081
New construction of 4 pickleball courts.

Johnson City Senior Center Pickleball, Johnson City, TN (2022)

Deb Fogle, Senior Services Manager, 423-434-6231. Conversion of tennis courts at MPCC to Pickleball courts.

RVC Pickleball, Sevierville, TN (2022)

Jenkins & Stiles, LLC, 865-671-0130. Construction of new pickleball courts.

Va Du Mar Park, Spartanburg, South Carolina (2022)

Mike Nation, Senior Project Manager, Spartanburg County Parks Department, 865-804-5816. Construction of 1 tennis court and 8 pickleball courts, resurface 8 existing courts.

Lee County Tennis, Jonesville, VA (2022)

Brian Dean, Superintendent, Lee County Public Schools, 276-346-0173.
Reconstruction of 4 tennis courts.

Frank Lorino, Morristown, TN (2022)

Anthony Cox, City Administrator, City of Morristown, 423-581-5630. Tennis court rehabilitation, 8 courts, 1 practice court.



3600 Henson Road, Knoxville, TN 37921
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ORDINANCE NO. 2023-210

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 10 OF THE CITY CODE OF ORDINANCES RELATED TO BUSINESS LICENSES

WHEREAS, the City of Madison City Code does not currently require a business license for persons and/or entities engaged in the manufacturing of liquor; and,

WHEREAS, the City of Madison City Code does not currently require a business license for persons and/or entities engaged in media streaming; and,

WHEREAS, the 2002 NAICS TITLES/BUSINESS LICENSE CODES provides model descriptions of business for the issuance of a business license for both the business activity of manufacturing liquor and media streaming.

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

Section 1. That Section 10-25 of the Code of Ordinances for the City of Madison, Alabama, be hereby amended to include the following business license codes:

<u>2002 NAICS TITLES/ BUSINESS LICENSE CODES</u>	<u>SCHEDULE</u>
312140 LIQUOR – MANUFACTURER	H
516210 MEDIA STREAMING DISTRIBUTION	D

Section 2. That each section herein and each fee established by this ordinance is hereby declared to be an independent provision and that if any court of competent jurisdiction declares any word, clause, phrase, sentence, paragraph, or provision of this ordinance hereof to be void and invalid for any reason, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 3. That this ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of July 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2023.

Paul Finley, Mayor
City of Madison, Alabama