



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
August 14, 2023

AGENDA NO. 2023-15-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. Pastor J.C. Hopkins, Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-07-WS, dated July 19, 2023

B. Minutes No. 2023-14-RG, dated July 24, 2023

7. PRESENTATIONS AND AWARDS

A. Huntsville-Madison Foundation-Canines For Coping Program New Dog

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. Approval of payment to S&ME, Inc. in the amount of \$26,096.17 for civil engineering design services completed to date on CIP No. 15-021 Balch Road Improvements (Invoice No. 1190198 Payment No.

13, Res. 2017-217-R, Res. 2018-307-R, Res. 2019-345-R, and Res. 2020-302-R) (to be paid from 2015-A Bond)

- C. Authorization of partial payment to Barge Design Solutions, Inc. in the amount of \$20,147.29 on Project No. 19-047 | Wall Triana and I-565 Improvements (Invoice No. 212661, PO No. 2023-1093, May 27, 2023 - June 30, 2023) (to be paid from 2015-A Bond account)
- D. Authorize reimbursement payment (Draw #1) to Enfinger Development, LLC in the amount of \$282,906.55 for construction of the Madison Branch Boulevard/Hardiman Road roundabout (to be paid from Fund 38)
- E. **Resolution No. 2023-245-R:** Adopting a revised policy for appropriations to outside agencies
- F. **Resolution No. 2023-251-R:** Accepting a settlement in the amount of \$35,000.00, minus \$1,000 deductible, from Alabama Municipal Insurance Corporation for Claim No. 059721CG (damage that occurred on March 20, 2023 to traffic signal/pre-emption system at Zierdt Road and Madison Boulevard)
- G. **Resolution No. 2023-264-R:** Authorizing expenditures for placement of sod at the Gillespie Roundabout (\$1,500 to be paid from Council Special Projects Fund)
- H. **Resolution No. 2023-258-R:** Appropriating funds to the Madison Police Advisory Committee for brochures to be distributed at the Madison Street Festival in the amount of \$1,153.08 (to be paid from the Council Special Projects Fund)
- I. **Resolution No. 2023-266-R:** Authorizing contract with Red Sage for software upgrade in an amount not to exceed \$6,000 (to be paid from Planning & Economic Development budget)
- J. **Resolution No. 2023-271:** Authorizing purchase of winter holiday decorations not to exceed \$27,000 (to be paid from Council Special Projects Fund)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution No. 2023-256-R:** Authorizing the archiving and streaming of the August 14, 2023 Work Session Meeting

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. 2023-265-R:** Request for an On-Premises Beer and Wine License from Miso Happy LLC., doing business as Miso Happy, for their location at 104 Intercom Drive

13. DEPARTMENT REPORTS

BUILDING

- A. **Resolution No. 2023-248-R:** Authorizing the renewal of an agreement with Center for Municipal Solutions (CMS) for technical review of cell tower permitting.

COURT

- A. **Proposed Ordinance No. 2023-261:** Amending the Municipal Court's Schedule of Fines to include new offenses created by the Alabama Legislature (First Reading)

ENGINEERING

- A. **Resolution No. 2023-236-R:** Authorizing a Professional Services Agreement with GTEC, LLC in an amount not to exceed \$17,550.00 for a geotechnical engineering study on Project No. 23-019 | Spencer Green – Subgrade Evaluation (to be paid from Engineering budget)
- B. **Resolution No. 2023-247-R:** Authorizing the purchase of property for Browns Ferry Road Culvert Project in the amount of \$4,500 (to be paid to the Heritage Station HOA)
- C. **Resolution No. 2023-255-R:** Authorizing an amendment to the Professional Services Agreement with Barge Design Solutions, for construction, engineering and inspection services on Project 19-047 | Wall Triana Highway from Graphics Drive to I-565 (ATRIP ATRIP2-45-2020-327) in an amount not to exceed \$117,244.00 (to be paid from Engineering Department budget)
- D. **Resolution No. 2023-270-R:** Award Bid for Project 2023-006-ITB, Downtown Ditch Drainage Improvement, to Grayson Carter & Son Contracting, Inc., in the amount of \$114,253.13 (to be paid from 10-150-000-2951-00 - Engineering Department budget)

HUMAN RESOURCES

- A. **Resolution No. 2023-262-R:** Authorizing Changes to the City's Job Classification Plan
- B. **Resolution No. 2023-263-R:** Authorizing a Professional Services Agreement with Evergreen Solutions, LLC, to conduct a Classification and Compensation Study in the amount of \$42,500 (to be paid from H.R. Department budget)

LEGAL

- A. **Proposed 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 07/24/2023)

PLANNING

- A. **Proposed Ordinance No. 2023-241:** Assenting to the annexation of certain property owned by Brian and Kelley Hayes located at 29396 Tribble Road (First Reading)
- B. **Resolution No. 2023-242-R:** Setting a Public Hearing on Proposed Ordinance No. 2023-243; zoning certain property owned by Brian and Kelley Hayes located at 29396 Tribble Road to R-1A (Low Density Residential District) upon annexation (First Publication 8/23/2023, Synopsis 8/30/2023, Public Hearing 9/25/2023)

- C. **Proposed Ordinance No. 2023-180:** Vacation of floodplain easement located within Common Area 4 and Lots 27, 65-82, and 91-96 of the Acadia at Arlington Park Subdivision (First Reading)
- D. **Proposed Ordinance No. 2023-246:** Vacation of utility and drainage easement located within Lot 3 of Heritage Hills-Phase 1 Subdivision (First Reading)

POLICE

- A. **Resolution No. 2023-244-R:** Authorizing a Professional Services Agreement with Stericycle, Inc. for monthly shredding services in the amount of \$130 per month (to be paid from Police Department budget)

RECREATION

- A. **Resolution No. 2023-252-R:** Approving Thor Guard Weather Notification System for Dublin and Palmer Parks in the amount of \$86,470 (to be paid from Recreation Department budget)
- B. **Resolution No. 2023-253-R:** Authorizing the purchase of materials for air supported structure from Arizon Building Systems in the amount of \$15,250 (to be paid from Recreation Department budget)

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. 2023-07-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
July 19, 2023**

The Madison City Council met for a public work session on Wednesday, July 19, 2023, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Ranae Bartlett.

The following Council Members were in attendance:

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Fire Chief David Bailey, Police Chief Johnny Gandy, Director of Development Services Mary Beth Broeren, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, and City Engineer Michael Johnson

CAPITAL IMPROVEMENT PLAN

City Engineer Michael Johnson appeared before Council and provided progress report of all design and bid tasks:

- Browns Ferry culvert replacement acquiring two tracks for right-of-way acquisition will be brought to next council meeting
- Mill road bank ditch and rehab still in progress, working with consultants for wall construction options
- Majority of projects in the process of plan review with consultant

Council Member Wroblewski inquired about Hughes Road and Old Madison Pike realignment. City Engineer Michael Johnson advised the project is a priority but more preparation of design, right-of-way acquisitions and utility placement to be done through the next year before construction.

Mayor Finley advised Chief Johnny Gandy pulled the top 10 intersections for accidents for future budget funds to evaluate improvements along with capital improvements and others that are priority.

Council Member Spears requested from City Engineer Michael Johnson if Council could receive brief updates regularly even if it's not an agenda item on the progress of projects for a clearer understanding. Mayor Finley replied we can make it happen. Council Member Spears inquired about progress on the Browns Ferry and Burgreen roundabout. City Engineer Michael Johnson stated that specific project is far along in design helps when we prioritize projects for funding and the need of safety.

Council Member Shaw asked for clarification on alignment of the Mill Road sidewalk – Bradford Trail head to County Line. City Engineer Michael Johnson stated he has a meeting set with TTL consultant on utility identification, complexity, storm water drainage and scope of alignment.

Council Member Spears inquired about the list of the top 10 intersections for accidents and Mayor Finley mentioned some of the top ones and will provide them the complete list.

1. Madison Blvd & Sullivan Street
2. Hwy 72 & Wall Triana Hwy
3. Hwy 72 & Hughes Road

Council Member Wroblewski suggested eliminating the U-turn on Hwy 72 and Hughes Road for drivers going to Starbucks might reduce the number of accidents at that location.

A. Paving Plan – 2019 Neighborhood Paving 5-year Plan

B. Pavement Surface Evaluation and Rating (PASER) Program

City Engineer Michael Johnson provided Council a list report for both agenda topics beginning with neighborhood paving and the FY23 of subdivision resurfacing streets that are either completed, waiting on Madison Utilities for repairs, and streets completed by MU and ready for paving. Confident all will be finished by the end of this fiscal year. FY24 (PASER) has a list of 30,000 linear feet along with the following years. Calls received in the department for service are evaluated and prioritized to accommodate best as possible.

Council Member Wroblewski advised she didn't have any in her district for FY25 thru FY27 for the (PASER) program. City Engineer Michael Johnson stated the last Paser study was completed in 2020 and intend to start another one late next year which will reset the 5-year plan.

Council Member Seifert asked what funds are used for roads that are patched from trench failures. City Engineer Michael Johnson answered the Public Works Department, Engineering Department utilizes the neighborhood paving fund and a budget item for collector roads. Mayor Finley clarified for patching roads we take responsibility for everything that comes in to evaluate and fix on priority along with the funding from Madison Utilities. Council Member Spears stated if there is an immediate issue like trench failures, notify me and I will forward to Madison Utilities even if it is not on the neighborhood repaving list. Council Member Spears asked Mayor Finley if more funds will be put in the next budget for the

neighborhood repaving plan. Mayor Finley replied yes and now that we have our own contract and if it fits into the schedule of what can be completed, also collector roads that are not even on this list provided.

Council Member Seifert praised the Engineering Department for the ease of traffic flow during peak hours on Eastview Road.

MURAL GUIDELINES

Director of Development Services Mary Beth Broeren provided Council with the latest changes to the guidelines.

- Murals only allowed in Downtown B1, Town Madison and commercial area of Traditional Neighborhood Development District, Village of Oakland Springs
- Change of allowance of 3 to 7 years
- Appointed board members of 4 years with staggered terms
- Maintenance plan coordinated with Madison Alliance Board

Council decided to move forward with the guidelines and Director of Development Services Mary Beth Broeren stated she will meet with City Attorney Brian Kilgore to determine if it will reside in the Zoning or Municipal Ordinance. Council Member Powell asked which ordinance would be best suitable for minimal political reference. Director of Developmental Services Mary Beth Broeren stated it would ultimately be decided with the Mural Advisory Board whether it is in either ordinance, additionally if there will be an appeal process for the Commission Board, review of some of these other factors to assure we're legally covered and have a solid ordinance wherever it resides.

SCIENCE MUSEUM

Mayor Finley stated the science museum is not ready to move forward because of building space and budgeting reasons. Postponed for future work session meetings if necessary.

MISCELLANEOUS

Mayor Finley addressed the question of what will be in building 23A on the Hexagon campus that has been purchased to have Fire and Police presence. The newly hired Facilities Director Gerald Smith is working with departments to determine more space needed and utilizing the assets of Building 23A, City Hall, and the old Public Works facility. An example that was discussed in the budget to increase security at City Hall would entail moving the metal detector to the front entrance with a full-time officer presence during opening hours, also the possibility of departments with public contact moved from the lower level to the upper level or to building 23A, and departments with non-public contact moved to the lower level. Mayor Finley also mentioned electrical concerns at the old Public Works facility and to still utilize the bays, lastly 23A and the flexibility to fix the fire sprinkler system. Will provide update possibly next month with what areas to stretch budget to maximize value for departments the best possible way. Additional considerations are the old gym and Board of Education buildings on Sullivan Street to tear down and selling options of the land to be utilized for other projects will be presented to Council in the next couple of months.

Mayor Finley met with members of the Human Resources Committee regarding retention and recruitment. Concurred through discussion was to request from Council to have a formal study conducted of all City Employees. The process is approximately 6 months to conduct, in the meantime working on making sure we can fill entry level positions, partnerships, and with the 2024 budget looking into step increases, maintaining insurance costs and further discussions regarding COLA.

Director of Developmental Services Mary Beth Broeren gave a brief synopsis and feedback from the Monday meeting regarding redistricting that consultants Slaughter & Associates presented Plan I and is available on the city website.

- Council members not wanting to lose certain constituents in their District
- Growth on the west side of city and Town Madison.
- District 3 at almost 5% below, District 4 at 4.1% below and District 2 at 4.9%
- Districts 3 and 4 have room for growth

Council agreed to schedule work session Monday, August 14 from 4pm – 5:30pm before the regular Council meeting to have the consultant demonstrate adjustments on district boundaries based on census data to visualize the changes on live computer feed. The public hearing meeting rescheduled to August 28th, and Council adoption plan will be moved to last meeting in September.

Council President Ranae Bartlett asked how citizens would submit their comments, propose another map, or provide suggestions. Director of Developmental Services Mary Beth Broeren replied that a portal has not been set up, but they may contact their Council Member, email, or drop off comments to the Planning Department. Request all comments or suggestions received to me by August 1st to allow adequate time for the consultant to prepare another plan if necessary, before the next work session meeting.

Council Members discussed further with Director of Developmental Services Mary Beth Broeren on the following:

- Drastic changes only in certain districts
- Potential growth areas in districts not fully considered for citizen representation.
- Equal Council Member representation to citizens amongst all districts
- Districts determined by total population than total voters
- Majority of Council open for district boundary change
- Represent Madison City citizens not only for individual districts but overall best for the city

Concluding discussion, Director of Developmental Services Mary Beth Broeren stated this was great feedback to provide to the consultant and move forward with.

Council Member Wroblewski showed a picture and thanked Public Works and Tidewater for the mowing of weeds at the Balch/Gilespie roundabout. Requested suggestions on how to make it look better with possibly utilizing the Council special funds budget. Council discussed several options and Council Member Shaw will obtain prices for Bermuda sod.

Council Member Seifert received an update from Sandy Patel regarding the fitness trail at Dublin Park. \$2,200 dollars have been raised and is expecting a Rotary grant that is

approximately 2/3rds of the cost. Council Member Seifert requested support from Council to either match or fulfill \$2,500 dollars at the most to complete before the end of FY23. Council Member Seifert was informed from Director of Parks & Recreation Kory Alfred that his staff currently has downtime to dig and pour the pads. Council agreed to move forward with the project.

ADJOURNMENT

Having no further business to discuss, the executive session adjourned at 6:20 p.m.

Minutes No. 2023-07-WS, dated July 19, 2023, read, approved and adopted this 14th day of August 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



**MINUTES NO. 2023-14-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
July 24, 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 24, 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.

Father Bryan Lowe from St. John Catholic 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	Absent

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 Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Revenue Officer Ivon Williams, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Bernadette Mayer, Jennifer Coe

AMENDMENTS TO AGENDA

Council Member Shaw requested the following amendment to the agenda:

Resolution No. 2023-300-R. exercise equipment to be added to the walking trail at Dublin Park not to exceed \$2,500.00.

Council President Bartlett shared that there would be a walk-on presentation from Eddie Lobell from AECOM.

With no more amendments to the agenda Council President Bartlett approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2023-13-RG DATED JULY 10, 2023

Council Member Shaw moved to approve Minutes No. 2023-13-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

CURRENT PROJECT UPDATES: EDDIE LOBDELL FROM AECOM

AECOM Senior Project Manager Eddie Lobdell provided updates on the I-565 Interchange. He shared visualizations of the progress of Phase 2 of the interchange. Mr. Lobdell expressed this project will give a full route from Town Madison to I-565 west bound.

Mr. Lobdell also shared a few of the happenings while the project is being completed:

- 1200 Acetylene tanks were discovered during excavation
- Unsuitable detectible material excavation
- Foundation types
- Mechanically stabilized earth walls
- Blasting completed
- Production and fabrication
- Critical path items
- Phase II construction
- Phase III construction

Mr. Lobdell answered Council Member Shaw's question regarding the stone wall girder reinforcement material. Mr. Lobdell shared that the steel girders were currently being fabricated in North Carolina. Signs as well as lighting and wall panels are now going in daily. Mr. Lobdell shared the critical path items for the next six months that included traffic shifts and detours. Council Member Wroblewski confirmed with Mr. Lobdell the completion date of 2025.

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)

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

- Proposed Ordinance No. 2023-128, strength of legal agreement concerns, doubts on a 10-year agreement being favorable for the city
- Resolution No. 2023-222-R, curious about the revenue expectations

MARGI DALY (DISTRICT 5)

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

- Resolution No. 2023-128-R, disagrees with a 10-year contract, concerns on strength of contract
- Resolution No. 2023-228-R, great idea but suggest a ground radar for detecting streams
- Resolution No. 2023-239-R, concerns on the shortage of staff to complete the job
- Resolution No. 2023-222-R, concerns on the purpose of the new lighting

JENNIFER COE (DISTRICT 5)

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

- Resolution No. 2023-128-R, concerns with this contract and believe stronger contract with less years is needed

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	\$978,115.61
Gasoline Tax & Petroleum Inspection fees	\$5763.61
TVA Tax	\$2,888.91
Library Building Fund	\$733.16

Regular and periodic bills to be paid:

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)

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)

Acceptance of donation from M.C. Flurer in the amount of \$25.00 (to be deposited into Senior Center Donation account)

Acceptance of appropriations from Madison County Commission in the amount of \$11,0000 to be deposited into Fire Department Donation Account

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Met with Mark Highsmith, which is the chairman of the Citizens Advisory Council
- Reminded everyone the Citizens Advisory meeting is tomorrow night at the Public Library at 6 p.m.
- Shared information on quarterly meetings vs. monthly meetings for the Citizens Advisory Committee
- Trash Pandas back in town and play tomorrow night at Toyota Field

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Madison Arts Alliance has two more summer concerts
- This Thursday July 27th Jimmy Henderson Trio will be playing at 7 p.m. at Home Place Park.

- Kelly Joiner, a woman solo artist, will be playing at Home Place Park on August 10th
- Thanked Public Works for all their hard work after the recent storm
- Reminded everyone to be patient with the pickup of debris after the storm
- Shared the redistricting effect date, confirmed it's 2025
- Wished teachers and students a great new school year

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

No business to report

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

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 Member Shaw moved to approve Resolution No. 2023-239-R. Council Member Powell seconded.

Council Member Denzine asked for clarification on the items being removed and replaced. Council Member Shaw clarified to Council Member Denzine that it's going to be the same plant material that is there now. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-300-R: AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR EXERCISE EQUIPMENT FOR DUBLIN PARK

Council Member Shaw moved to approve Resolution No. 2023-300-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION 2023-231-R: AUTHORIZING THE VIDEO RECORDING AND ARCHIVING OF THE JULY 19, 2023 CITY COUNCIL WORK SESSION

Council Member Wroblewski moved to approve Resolution No. 2023-231-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Reminded the public of the upcoming Public Work Session on redistricting August 14th from 4 p.m. to 5:30 p.m.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Absent

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

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

Council Member Shaw moved to approve Resolution No. 2023-224-R. Council Member Powell seconded. City Attorney Brian Kilgore informed Council that proper notice has been given and everything is in order for the vote. Council Member Wroblewski asked City Attorney Brian Kilgore out of curiosity the cost of the lien. City Attorney Brian Kilgore replied that the cost is \$846.90. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-233-R: APPROVAL FOR AN OFF-PREMISES BEER AND WIND LICENSE FOR RATAN OM INC, DOING BUSINESS AS MADISON CHEVRON STAR FUEL, FOR THEIR LOCATION AT 8907 MADISON BOULEVARD

Revenue Officer Ivon Williams informed Council that everything is in order for Council to vote on this item tonight. Council Member Wroblewski moved to approve Resolution No. 2023-233-R. Council Member Spears seconded. Council President Bartlett opened the floor for public comments regarding this request.

Margi Daly, a Madison resident stated she is concerned with the idea that a beer and wine license now be acquired without having a physical place to put the license. She stated her concern is that anyone can buy a business and pocket their license. Ms. Daly wanted an answer on the terms of the charges for holding a liquor license. Revenue Officer Ivon Williams explained that when a business is bought and sold the previous owners license are dissolved and no longer active. Revenue Officer Ivon Williams pointed out that the new business owner is required by the city and state to apply for a business license. She shared that if the business is selling alcohol the business is also required to have a new ABC license. Council Member Spears asked for reassurance that the old business license when selling a business dissipates and the new business owner is required to apply for a new license. Revenue Officer Ivon Williams reassured Council Member Spears that that's correct. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

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)

Council Member Shaw moved to approve Resolution No. 2023-228-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

Council Member Spears moved to approve Resolution No. 2023-234-R. Council Member Wroblewski seconded. Council Member Wroblewski asked City Engineer Michael Johnson to explain the exact location of the project. City Engineer Michael Johnson shared the location as being the part of Browns Ferry that connects Balch to Gillespie and northwest of Mose Chapel Road. He explained it's where the very narrow crossing bridge is located. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-237-R: AUTHORIZING THE TOTAL SCOPE OF THE ALDOT AGREEMENTT FOR THE MADISON BOULEVARD IMPROVEMENT PROJECT

City Engineer Michael Johnson shared with the Council that this resolution has already been brought forth and approved in the past, however; ALDOT requested changes in the verbiage, so therefore this resolution is to resolve this specific issue. City Attorney Brian Kilgore

explained that he has spoken with ALDOT and requested information as to what was wrong with the previous agreement, and he shared that ALDOT couldn't give an explanation as to what was wrong but agreed what was sent over was agreeable. City Attorney Brian Kilgore expressed there wasn't any new obligations or information. He shared that this new resolution is needed to internally process the agreement.

Council Member Wroblewski moved to approve Resolution No. 2023-237-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

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 07/10/2023)

City Attorney Brian Kilgore addressed some of the questions that were asked. He explained there's two sections as to what the company is going to be doing. The first one consists of laying the fiber lines in the ground immediately. He goes on to explain that the most crucial part is putting the small cell antennas on existing city poles in order to enhance 5G networks. City Attorney Brian Kilgore states that the franchise agreement has the understanding that once the fiber lines are put into the ground the lines cannot be removed. He explains it's a good idea to start with a ten-year term due to them being permanent agreements that may be renegotiated at different times. However, he expresses if the agreement seizes, the lines will not be removed from the ground. City Attorney Brian Kilgore explains that the franchise agreement is kind of the "foot in the door" as far as allowing them to bury fiber lines. He stresses that there are pretty extensive sections of the city code that regulates placement of the small cell antennas. He goes on to reference section eight-ninety-eight of the city code and explains that's where the actual antennas will be permitted as well as how many, how high. City Attorney Brian Kilgore also explains there are fines and penalties if the company doesn't conform with the code. He shares that it's what's already in the code and thought out very well as far as what's regulated. City Attorney Brian Kilgore addresses the second concern with the company being involved in an abundance of litigations. He shared that the only one he's aware of is the one in Texas. He explained that there is a Federal Statue Telecommunications Act, the company sued saying that Crown Castle Fiber was operating under a Texas Act and the Federal Act preempted the State Act. He shared that he doesn't have any further details but explained that's what the litigation involved. Mayor Finley asked City Attorney Brian Kilgore if the question pertaining to the Secretary of the State was addressed and City Attorney Brian Kilgore shares that he is thoroughly convinced they are registered with the State of Alabama. He explains that it's on the Secretary of States website and shared that the Public Service Commission issued the company a Certificate of Public Convenience and Necessity, which would not have been given to them if they weren't registered with the state.

He shared that the company registered with the state for twenty years with different entity but the newest being the one the city contracted with. He shared that the ID number is 00-519-981 and that was as of June 1st, 2018. Council Member Powell clarified to Council that this is the same conversation from a few years ago that involved Verizon and AT&T. He shared that it's FCC that mandates this. He explains if there is a federal law, and a state law one super cedes the other. City Attorney Brian Kilgore stated that the city continues to contract with an outside party that helps evaluate some of the applications as they come in. He expressed that the level of expertise is there and its relying on that for the final determination of contracts. Council Member Denzine shared her concern of the item becoming outdated. City Attorney Brian Kilgore explained that the ordinance can be changed as the technology advances at any time.

Council Member Powell moved to approve Proposed Ordinance No. 2023-128: Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED 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)

This is a first reading only of Proposed Ordinance No. 2023-240

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 07/10/2023)

Council Member Shaw moved to approve Proposed Ordinance No. 2023-220: Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

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)

Council Member Shaw moved to approve Proposed Ordinance No. 2023-221: Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2023-222-R: AUTHORIZING A CONTRACT WITH BASELINE SPORTS CONSTRUCTION, LLC IN THE AMOUNT OF \$128,253 FOR INTEGRAPH PARK LED LIGHTING INSTALLATION (TO BE PAID FROM FUND 38)

Council Member Powell moved to approve Resolution No. 2023-222-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

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 07/10/2023)

Revenue Officer Ivon Williams added clarity and explained the definition and explanation of the proposed city code. She shared the details and explained that a combination of a license and permit from the state and local government are needed to legally operate. Revenue Officer Ivon Williams expressed that the requirements vary based on the business's activities and how the income is generated.

Council Member Wroblewski moved to approve Proposed Ordinance No. 2023-210: Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye

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

Motion carried.

PUBLIC COMMENTS

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Expressed that the public isn't trying to be argumentative
- Consideration for contribution from new people to get better representation of Madison

MARGI DALY

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

- Crown Castle lawsuit concerns
- Vacating drainage easements

JENNIFER COE

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

- Crown Castle contract concerns
- Suggested reconsideration of the fiber optic contract
- Public hearing needed to discuss Crown Castle contract

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Council Member John Seifert

Absent

Motion carried.

The meeting was adjourned at 7:07 p.m.

Minutes No. 2023-14-RG, dated July 24th, 2023, read, approved, and adopted this 14th day of August 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

Kerri Sulyma
Recording Secretary

CITY OF MADISON, ALABAMA

**2015-A
BOND PAYMENT
REQUISITION FORM**

TO: S&ME

Pay to the order of (vendor): _____

Vendor Number: 13338

A requisition and payment request is hereby requested for the payment of \$ 26,096.17
to the above listed vendor.

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

Explanation of what requisition is paying for:

Project Name: Balch Road Improvements

Project Number: 15-021

Approval of payment to S&ME, Inc. in the amount of \$26,096.17 for civil engineering design services completed to date on CIP No. 15-021 Balch Road Improvements (Invoice No. 1190198 Payment No. 13, per Res. 2017-217-R, Res. 2018-307-R, Res. 2019-345-R and Res. 2020-302-R)

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

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

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

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

This 18 day of July, 2023.

CITY OF MADISON

By E. Michelle Danson
For Department Head (signature of department making request)

And

By Paul Finley
Its Mayor – Paul Finley (signature)

And

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



RECEIVED

JUL 18 2023

CITY OF MADISON
ENGINEERING DEPARTMENT

INVOICE

City of Madison
100 Hughes Road
Madison, AL. 35758

Attention: Ms. Michelle Dunson
michelle.dunson@madisonal.gov

PLEASE SUBMIT PAYMENT VIA

ACH/EFT Payment Information:

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

OR

Mail Check to:

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

Federal ID# 56-0791580

Invoice # : 1190198

Invoice Date : 7/14/2023

Project : 528217014

Project Name : Balch Road Improvements

Terms : Due Upon Receipt
(Unless otherwise stated below)

Client Code : 103836

FOR PROFESSIONAL SERVICES RENDERED

Lump Sum

Phase Code / Name	Phase Fee	%Comp	Total Fee Earned	Previous Billings	Current Amount
**** - DESIGN - ****	\$167,477.00	95.00	\$159,103.15	\$133,006.98	\$26,096.17
1 - SURVEY	\$4,919.00	100.00	\$4,919.00	\$4,919.00	\$0.00
2 - JURISDICTIONAL WATERS REPORT	\$2,000.00	100.00	\$2,000.00	\$2,000.00	\$0.00
Total :	\$174,396.00			\$139,925.98	
Sub-Total Current Amount :					\$26,096.17
Amount Due this Invoice :					\$26,096.17

S&ME, Inc.

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

E. Michelle Dunson
15-021 Balch Rd Widening
39-150-000-2955-20
2015-A Bond

CM 8/14

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

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

Purchase Order
No. 2023-00001093

DATE 07/14/2023

VENDOR 3646 - Barge Design Solutions, Inc.*

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

NON-NEGOTIABLE

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



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN & CE&I for ATRRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 20,147.29 19 047	20,147.2900	\$20,147.29
<p>Partial Pay #12 Amt \$ 20,147.29 c/nr # 212661</p> <p>E. Michelle Dunson 7/20/23</p>				
TOTAL DUE				\$20,147.29

Roger Bellomy/jh
Purchasing Agent Signature

Special Instructions

Council Agenda 8/14/23.

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

CITY OF MADISON, ALABAMA

**2015-A
BOND PAYMENT
REQUISITION FORM**

TO:

Pay to the order of (vendor): Barge Design Solutions, Inc.Vendor Number: 3646A requisition and payment request is hereby requested for the payment of \$ 185,584.96
to the above listed vendor.

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

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection ImprovementsProject Number: 19-047

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

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

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

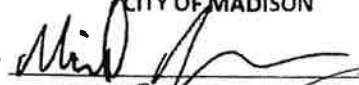
(1) The purpose for which such payment is to be made has been authorized in the
ordinance authorizing the issuance of the Series 2015-A Warrants and complies in all respects
with Section 6.01(c) and 6.01(f) of said ordinance and the Non-Arbitrage Certificate dated May
5, 2015.

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

This 23rd day of August, 2022.


CITY OF MADISON

By


 Department Head (signature of department making request)

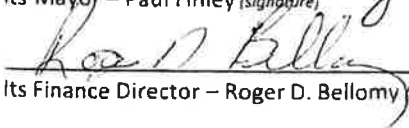
And

By


 Its Mayor - Paul Finley (signature)

And

By


 Its Finance Director - Roger D. Bellomy (signature)

RECEIVED

JUL 20 2023

CITY OF MADISON
ENGINEERING DEPARTMENT**BARGE**
DESIGN SOLUTIONS.

200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

Sheet: 1 of 1

Project Number: 3604304

Invoice Date : 7/20/2023

Billing: 12

Invoice No.: 212661

Dates: 5/27/2023 - 6/30/2023

PO No.: 2022-00001151

E. Michelle Dunson
7/20/23

Project Name : Wall Triana ATRIPII CEI

DIRECT LABOR

EMPLOYEE	TITLE	RATE/ HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC)	TOTAL AMOUNT
Davis, Cumberland	Administrator	26.45	1.00	26.45	3.41	90.19
Bissott, Gregg	Proj. Mgr.	76.99	0.00	0.00	3.41	0.00
Grace, Chris	Proj. Mgr.	67.28	1.00	67.28	3.41	229.42
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Glass, Jeffrey	Proj. Mgr.	80.78	28.00	2,261.84	3.41	7,712.87
Hale, Lydia	Administrator	23.38	0.00	0.00	3.41	0.00
Meredith, Weston	Engineer	30.45	0.00	0.00	2.38	0.00
Underhill, Curtis	Const. Rep.	33.87	184.00	6,232.08	2.38	14,832.35
Underhill, Curtis	Const. Rep.	50.81	44.00	2,235.64	2.38	5,320.82
Yates, Maleiha	Engineer	32.30	0.00	0.00	2.38	0.00
Subtotal			258.00	\$10,729.56		
TOTAL						<u>\$28,185.67</u>

DIRECT COSTS

<u>Transportation-Mileage</u>	3829	0.660	\$2,527.14
TOTAL	3829		<u>\$2,527.14</u>

OTHER COSTS

Consultants	<u> </u>			
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AMOUNT EARNED THIS PERIOD

\$32,405.72

AMOUNT REQUESTED THIS STATEMENT*

\$20,147.29

*MAXIMUM AMOUNT EXCEEDED. BALANCE OF \$12,258.43 OUTSTANDING.

Ceiling Summary

Project Fee	\$185,584.96
Billed To Date	<u>197,843.39</u>
Balance	<u>-\$12,258.43</u>
Percent Used	106.61%

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

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

Purchase Order
No. 2023-00001175

DATE 08/03/2023

VENDOR 7073 - ENFINGER DEVELOPMENT, INC

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

NON-NEGOTIABLE

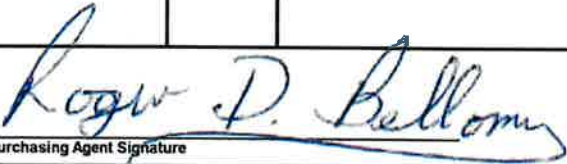
Contact
ENFINGER DEVELOPMENT, INC
P.O. BOX 14098
HUNTSVILLE, AL 35815



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Hardiman Roundabout - Project # 99-007 - Madison Branch 38-010-000-2941-06 - Capital Outlay - Hardiman Roundabout 1,510,000.00 99 007	1,510,000.0000	\$1,510,000.00
<i>Partial Payment #1</i> <i>\$282,906.55</i> <i>Invoice No. Draw #1</i> <i>-Mindy</i> <i>8/4/2023</i>				

 Purchasing Agent Signature	SUBTOTAL	\$1,510,000.00
	SALES TAX	\$0.00
	TOTAL DUE	\$1,510,000.00
Special Instructions <i>Aug. 14 Council Meeting</i> <i>Consent Agenda</i>		

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6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Friday, July 28, 2023

Draw # 1

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$0.00	\$350.00
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	5%	\$34,793.55	\$0.00	\$34,793.55
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	100%	\$229,116.49	\$0.00	\$229,116.49
12.2	Electrical Installation	\$105,768.00	0%	\$0.00	\$0.00	
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	0%	\$0.00	\$0.00	
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	35%	\$18,411.07	\$0.00	\$18,411.07
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$0.00	\$235.44
	TOTAL	\$1,393,898.00	20%	\$282,906.55	\$0.00	\$282,906.55

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE

8/4/23

DEVELOPMENT MANAGER:

GARY GRAY

DATE

8-4-2023

Rev: 07/28/2015 gg

Approved
Min
8/4/2023



INVOICE

DATE: 07-31-23
INVOICE # 786 MI

ATHENS UTILITIES

1806 WILKINSON STREET
ATHENS, AL 35611
Phone 256-232-1440 Fax 256-233-8732

Bill To:

ENFINGER DEVELOPMENT, LLC
8624 MEMORIAL PARKWAY SW
HUNTSVILLE, AL 35802

Item	Description	Quantity	Unit Cost	Total Cost
1	ATHENS UTILITIES WO #MAD11227 ENFINGER DEVELOPMENT, LLC WILL PAY ATHENS UTILITIES, ELECTRIC DEPARTMENT FOR THE RELOCATION OF THE OVERHEAD LINE AND THE NEW STREET LIGHTS TO BE INSTALLED FOR THE FUTURE ROAD EAST OF THE BREAK LINE ON ROAD PROJECT 22-034 FOR THE CITY OF MADISON. THE COST IS FOR THE PORTION OF THE REQUIRED WORK FOR THE MADISON BRANCH BLVD, HARDIMAN ROAD & HALSEY ROAD ROAD MODIFICATIONS, PROJECT NO 22-034, FOR THE CITY OF MADISON.	1.00	229,116.49	229,116.49
TOTAL			\$	229,116.49

Make all checks payable to **Athens Utilities**. Please mail checks to PO Box 1089, Athens, AL 35612.

If you have any questions concerning this invoice, contact Finance Department at 256-232-1440

THANK YOU FOR YOUR BUSINESS!

LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF FIXED COST

June 19, 2023

CR #: 227670

Project Number: A02LS0K

Customer Name: ENFINGER DEVELOPMENT

Billing Address: 8624 SOUTH MEMORIAL PARKWAY, HUNTSVILLE, AL 35802

Contact Name: GARY GRAY

Contact email Address: GARY@ENFINGERCOMPANIES.COM

Contact Phone Number: (256) 651-7825

Site Location: 10225 HALSEY DRIVE, MADISON, AL 35756

AT&T has received a request from you to perform the following work:

ABANDON 25PR COPPER CABLE, REMOVE 50PR AERIAL COPPER CABLE.

PLACE NEW 5PR BSW FEEDER ALONG WITH NEW 2PR BSW TO EACH HOME.

<i>Estimated Fixed Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 2,444.17
MATERIAL COST	\$ 33.77
CONSTRUCTION LABOR	\$ 3,291.26
CONTRACTOR COST	\$ 12,641.87
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 18,411.07
Less Credits/Payments	\$ 500.00 ✓
Total Balance Due	\$ 17,911.07

Customer requests that BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") perform the above-described custom work on Customer's behalf. Customer agrees to pay the charge (s) indicated above for such work. The charge(s) will be computed in accordance with AT&T's ordinary accounting practices and will include its estimate for allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Customer agrees to make an advance payment of \$ 17,911.07 prior to commencement of work.



CUSTOM WORK AGREEMENT

CR #: 227670

Project Number: A02LS0K

AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$17,911.07. Payment in full required before the special construction will begin.
3. **Price Quote.** The price is guaranteed for 60 days from June 19, 2023. If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
6. **Changes in Scope of Work.** The parties recognize that this is an 'Estimated Cost' contract. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract is null and void and a new price estimate must be provided based on the new scope of work. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.



7. **Changes Due To Field Conditions.** In the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost or, if applicable, AT&T shall remit any difference paid. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of both parties, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 227670

Project Number: A02LS0K

Date Quote Expires: 8/19/2023

AT&T Design Engineer: JAMES F JEAN (JJ9482)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title: *MANAGER*

Company: *ENGINEER DEVELOPMENT*

Printed Name: *OLIVER*

Date: *5/26/23*

AT&T CWO Manager Contact Information

Arlando Sanchez Digitally signed by Arlando Sanchez
Date: 2023.06.19 16:20:05 -05'00'

CWO Manager

Phone Number: (972) 971-7491

Email Address: AS785H@ATT.COM

Date: June 19, 2023

Please send check payable to AT&T CWO along with signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186


Invoice



P.O. Box 11488
Huntsville, AL 35814
(256) 837-6708

Date	Invoice #
3/20/2023	40749

22-003-10
002.100

Bill To			
Enfinger Development, Inc. c/o Gary Gray 8624 South Memorial Pkwy Huntsville, Alabama 35802		Terms	Due Date
		Net 15	4/4/2023
Description		Qty	Rate
Modified Permit			350.00
Invoice for Madison Branch , ADEM Harding Rd Round-About Modification Permit 		2.1	350.00
Invoice represents services performed during the month of February. We appreciate your business.		Total \$350.00 Payments/Credits \$0.00 Balance Due \$350.00	



22-003-10
015.100

Page 1 of 2

AUTHORIZATION TO PREPARE QUOTE

Date: 5/17/2023

15.1

Please fill in all customer related information

Billing Party's Name:	Enfinger Development
Billing Street Address:	8624 South Memorial Parkway
Billing City, State & Zip:	Huntsville, AL 35802
Billing Contact Name:	Gary Gray
Title:	Construction Manager
Contact Number:	256 651 7825 (Gary Gray)
Alternate Number:	256 590 5741 (Josh Looney)
Email Address:	gary@enfingercompanies.com josh@enfingercompanies.com
Site Address: 10225 Halsey Dr. Madison, AL 35756	
Description of Work Requested: Temporary Services for 4 existing homes on Halsey Dr. Madison Branch Subdivision is currently in construction and a Roundabout at the intersection of Halsey Dr. and Hardiman Rd is about to start soon. We need to provide temp power to these houses until we can get the permanent services after construction is finished.	

AT&T has received a request to perform Custom Work:

AT&T Customer Request #: 227670

In accordance with the state tariffs, a one-time, non-refundable quotation development and engineering preparation charge of **\$500** must be paid in advance to AT&T to offset the expenditures incurred for providing the special construction estimate. After this payment is received, AT&T will proceed with developing the estimate of charges for the special construction associated with your request. AT&T has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote. After the special construction estimate of charges has been developed, a contract with this information will be provided to you for your approval. Once the agreement to the special construction charge is confirmed by returning the original signed contract and full payment, AT&T will schedule the work to meet your request. This estimate preparation payment along with this signed authorization; should be returned to the address noted before AT&T will proceed with the work.


Customer Authorization



Page 2 of 2

I have requested and authorized AT&T upon receipt of the \$500 payment mentioned above, to prepare a cost estimate associated with making changes to AT&T's existing network on my behalf. I understand that I am responsible for any additional quotation development and engineering preparation costs that AT&T incurs beyond the \$500 payment in the above paragraph, in connection with preparing this cost estimate even if I choose to cancel the request prior to receiving the cost estimate. I also understand that, once I obtain the cost estimate for the special construction work, I am not obligated to proceed with the work. I further understand that if I proceed with the requested work, the engineering charges are included as part of those costs.

AT&T Customer Request #: 227670

Signature 	Date : 5/17/23
Name : Olly Orton	Title : President

Please send check payable to AT&T CWO, along with this signed agreement to:

AT&T CWO
ATTN: Arlando Sanchez
220 Wisconsin Ave, Flr 2
Waukesha, WI 53186

Prepared By: Arlando Sanchez
 Title: CWO Manager-Customer Contract Specialist
 Phone Number(s): 972-971-7491
 Email Address: as785h@att.com

**DATATEK****Datatek-USA, Inc.**

WE HAVE MOVED
2108 Island Circle
Huntsville, AL 35801
256-539-8402

PLEASE REMIT PAYMENTS TO
Datatek-USA, Inc.
P.O.Box 2524
Huntsville, AL 35804

Invoice

DATE	INVOICE #
3/10/2023	209857

BILL TO
ENFINGER STEELE DEVELOPMENT INC PO BOX 14098 HUNTSVILLE, AL 35815

SHIP TO
JOSHUA LOONEY 256-590-5741

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA
	Net 30	4/9/2023	3/10/2023	Pick-Up

PROJECT	DATATEK #	ORDER RECVD BY
MADISON BRANCH ROUND AB		SR

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
Local Prints	3 OF 32 24X36	96	2.25	216.00T
<p>22-003-10 013.100</p> <p>15,2</p> <p>All unpaid balances may be subject to 1.5% interest and/or 5% late payment fee. All legal fees incurred for collection are the responsibility of purchaser.</p>				

Card #	Exp	CVV	Zip Code	Subtotal	\$216.00
Signature				Sales Tax (9.0%)	\$19.44
Printed Name				Total	\$235.44
Customer E-mail	Customer Phone	Fax #	Payments/Credits	\$0.00	
luda@enfingercompanies.com	533-1155		Balance Due	\$235.44	

PLEASE REMIT PAYMENT TO: Datatek-USA, Inc., P.O. Box 2524, Huntsville, AL 35804 EMAIL: acct@datatekgraphics.com


DATATEK

 2108 Island Circle SW • Huntsville, AL 35801
 256-539-8402

ORDER RECEIPT

DATE:

3-10-23

#

BILL TO:

ENFINGER

ATTENTION:

Joshua LOONEY

ADDRESS:

256-590-5741

CITY/ST/ZIP:

TELEPHONE:

FAX:

EMAIL:

BILLING:

NOTES:

 3SET NEED
 ASAP

SERVICES

# Copies	# Originals	Size	Description/Project	Total Prints	Unit Price	Extension
3	32	24x36	BW			
			MADISON BRANCH			
			ROUNDAB			

JOB REFERENCE:

RECEIVED BY:

DATE:

 DATATEK-USA Inc. • 2108 Island Circle SW • Huntsville, AL 35801
 256-539-8402 • billing@datatekgraphics.com

 I hereby agree to Datatek-USA Inc. terms for
 credit approval and agree to pay for all costs
 associated with collections.

Madison Branch Roundabout

7/25/2023

Draw # 1

HARBAUGH

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	3" Fence Post A	2450	LF	\$ 4.00	\$ 9,720.00
2	Hay Bales - Check Dams	1	EA	\$ 150.00	\$ 150.00
3	Curlex Sedimentation Legs	10	EA	\$ 100.00	\$ 1,000.00
4	Alg-Rap	40	TN	\$ 35.00	\$ 1,400.00
5	Sod - Disturbed Areas	5,635	SV	\$ 4.50	\$ 25,352.50
6	Construction Entrance & Maintenance (ROAD UP-KEEP)	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 52,622.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sod - in Center Roundabout Island	560	SV	\$ 4.50	\$ 2,520.00
Subtotal:					\$ 2,520.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sign Removal	5	EA	\$ 50.00	\$ 250.00
2	ACP Removal	40	LF	\$ 30.00	\$ 1,200.00
3	Asphalt Removal	775	SV	\$ 8.00	\$ 6,200.00
4	Fence Removal	165	LF	\$ 3.00	\$ 495.00
5	Fire Hydrant Relocation	3	EA	\$ 4,500.00	\$ 13,500.00
6	Utility Pole Relocation	3	EA	\$ 1,500.00	\$ 4,500.00
7	Telephone Pedestal Relocation	1	EA	\$ 600.00	\$ 600.00
8	Traffic Control	1	LS	\$ 22,000.00	\$ 22,000.00
9	Misc. Demolition	1	LS	\$ 8,800.00	\$ 8,800.00
Subtotal:					\$ 50,045.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing (Depends on how much lay down)	1.15	AC	\$ 8,500.00	\$ 9,775.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
3	Layout and Staking	1	LS	\$ 10,000.00	\$ 10,000.00
4	Strip Topsoil (6") and place where needed	1,475.00	CY	\$ 4.00	\$ 5,901.00
5	STRUCTURAL CUT to be filled	1,166.00	CY	\$ 4.00	\$ 4,664.00
6	NON-STRUCTURAL CUT to be filled	1,414.00	CY	\$ 7.00	\$ 9,898.00
7	STRUCTURAL Borrow Healed	238.00	CY	\$ 8.00	\$ 1,904.00
8	NON-STRUCTURAL Borrow Healed	915.00	CY	\$ 5.00	\$ 4,575.00
9	Backfill Curb & Gutter	1,430.00	LF	\$ 2.50	\$ 3,575.00
10	Five Grade Roads 1' behind curb	6,593.00	SV	\$ 1.50	\$ 9,889.50
Subtotal:					\$ 68,755.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	14" Curb and Gutter	1430	LF	\$ 18.50	\$ 26,455.00
2	5" Sidewalk	860	SV	\$ 54.00	\$ 46,440.00
3	Handicap Ramp	3	EA	\$ 3,000.00	\$ 9,000.00
4	12" Base (Shoulder)	265	SV	\$ 32.00	\$ 8,480.00
5	10" Base	4,562	SV	\$ 23.00	\$ 104,926.00
6	4" Base (Sidewalk)	1,039	SV	\$ 16.00	\$ 16,624.00
7	8" Binder	3,874	SV	\$ 17.00	\$ 65,858.00
8	2" Wearing Layer	6,455	SV	\$ 18.00	\$ 116,190.00
9	Concrete (Traffic Splitters, Islands, & Driveway Extension)	553	SV	\$ 75.00	\$ 41,475.00
10	Roadway Striping	1	LS	\$ 32,000.00	\$ 32,000.00
11	Street Signage (Precast from TRAV-AD 9.18.22)	1	LS	\$ 11,000.00	\$ 11,000.00
Subtotal:					\$ 439,448.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" RCP (in Road)	7	LF	\$ 77.00	\$ 539.00
2	36" RCP (in Road)	178	LF	\$ 365.00	\$ 64,870.00
3	36" RCP (out of Road)	350	LF	\$ 158.00	\$ 55,300.00
4	2" CT BOX	1	EA	\$ 4,400.00	\$ 4,400.00
5	Standard SINGLE-WING INLET	1	EA	\$ 4,800.00	\$ 4,800.00
6	Throat Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
7	36" S-P Headwall	1	EA	\$ 3,600.00	\$ 3,600.00
Subtotal:					\$ 118,739.00

10.1 TOTAL \$731,889.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" CL 350 DUCTILE IRON PIPE MAIN	1136	LF	\$ 90.00	\$ 102,240.00
2	12" GATE VALVES	7	EA	\$ 3,800.00	\$ 26,600.00
3	Connect to Existing Main	2	EA	\$ 1,500.00	\$ 3,000.00
4	12" X 6" FIRE HYDRANT ASSEMBLY	2	EA	\$ 5,000.00	\$ 10,000.00
5	Storm Pipe CROSSINGS	2	EA	\$ 1,200.00	\$ 2,400.00
6	24" Steel Casing	370	LF	\$ 150.00	\$ 55,500.00
7	12x24" Rubber end seals	6	EA	\$ 220.00	\$ 1,320.00
8	Install 12" Field Lock Gaskets	6	EA	\$ 285.00	\$ 1,710.00
9	12"x24" Stainless Steel Spacers	18	EA	\$ 174.00	\$ 3,132.00
10	3" Casing	155	LF	\$ 75.00	\$ 11,625.00
11	Fill 12" of Main with Grout	370	LF	\$ 35.00	\$ 12,950.00
12	Quench Iron Fittings	1300	LBS	\$ 10.00	\$ 13,000.00
13	Relocate Water Service	2	EA	\$ 350.00	\$ 700.00
14	INJECTION TAP/ SAMPLE TAP	2	EA	\$ 500.00	\$ 1,000.00
15	EXTRA LONG SERVICE	2	EA	\$ 1,800.00	\$ 3,600.00
16	MARKERS	1	EA	\$ 5.00	\$ 5.00
17	TESTING	1	LS	\$ 10,000.00	\$ 10,000.00
18	CLEANING	1	LS	\$ 5,000.00	\$ 5,000.00
19	Water ATC	1	LS	\$	\$
Subtotal:					\$ 225,382.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC	1,260	LF	\$ 21.00	\$ 26,460.00
2	4" Galvanized Long Sweep 90's	3	EA	\$ 478.00	\$ 1,434.00
3	6" PVC	1240	LF	\$ 36.00	\$ 44,640.00
4	4" Galvanized Long Sweep 90's	3	EA	\$ 728.00	\$ 2,184.00
5	5-3 Cabinets	2	EA	\$ 500.00	\$ 1,000.00
6	2" PVC	1800	LF	\$ 16.00	\$ 28,800.00
7	12" x 12" Street Light Boxes	5	EA	\$ 250.00	\$ 1,250.00
Subtotal:					\$ 105,768.00

GRAND TOTAL: \$1,063,039.00

Contract - (Water & Electric) \$731,889.00

Contract Price in Print: \$1,063,039.00					
DRAW #	% PREVIOUS	PREVIOUS DRAW AMOUNT	% THIS PERIOD	AMOUNT THIS DRAW	TOTAL % COMPLETE
1		\$ -	100%	\$ 9,720.00	100%
2		\$ -		\$ -	0%
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0%	\$ -	0%	\$ -	0%	\$ -	\$ -
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0%	\$ -	0%	\$ -	0%	\$ -	\$ -
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0%	\$ -	42%	\$ 28,939.50	42%	\$ 28,939.50	\$ 28,939.50
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0%	\$ -	0%	\$ -	0%	\$ -	\$ -
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0%	\$ -	0%	\$ -	0%	\$ -	\$ -
----	------	----	------	----	------	------

0%	\$ -	5%	\$ 38,659.50	5%	\$ 38,659.50	\$ 38,659.50
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0%	\$ -	0%	\$ -	0%	\$ -	\$ -
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0%	\$ -	0%	\$ -	0%	\$ -	\$ -
----	------	----	------	----	------	------

0%	\$ 0.00	4%	\$ 38,659.50	4%	\$ 38,659.50	\$ 38,659.50
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Total Earned this month \$ 38,659.50
Less 10% Retainage \$ 3,865.95
Total Draw \$ 34,793.55

Joey L. Harbaugh

DATE: 7/25/2023

DATE: 7/31/23

DATE: 7-31-2023

SUBMITTED BY: HARBAUGH & SONS CONSTRUCTION CO, INC. PRESIDENT: JOEY HARBAUGH;

APPROVED BY ENFINGER DEVELOPMENT LLC PRESIDENT: OLLY ORTON

APPROVED BY DEVELOPMENT MANAGER: GARY GRAY

RESOLUTION NO. 2023-245-R**ADOPTING A REVISED POLICY FOR APPROPRIATIONS TO OUTSIDE AGENCIES**

WHEREAS, the City Council of the City of Madison, Alabama, recognizes the need to appropriate funds to outside agencies for services rendered to the City; and

WHEREAS, the City Council of the City of Madison, Alabama, desires to update the policy for funding outside agencies; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the attached document identified as the POLICY FOR APPROPRIATIONS TO OUTSIDE AGENCIES FOR THE CITY OF MADISON, ALABAMA, is adopted as the policy for funding outside agencies.

READ, APPROVED AND ADOPTED this 14th day of August 2023.

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

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

APPROVED this _____ day of August 2023.

*Paul Finley, Mayor
City of Madison, Alabama*

CITY OF MADISON, ALABAMA
Policy for Appropriations to Outside Agencies for the City of Madison, Alabama
Adopted by Resolution # 2023-245-R

Section 1 Policy

It is the policy of the City of Madison to consider *Funding Requests* from agencies committed to providing community service programs that fulfill a public purpose in that the services to be performed benefit, promote, serve and enhance the quality of life for the community at large for a cost or in a manner that the City could not provide more efficiently or for less cost.

1.1 Definition

Eligible Agency: An eligible agency can be a for-profit (public or private), not-for-profit (public or private), charitable (public or private), governmental, or quasi-governmental entity organized and existing under Alabama law. An agency complying with this provision, but whose proposed service program or project fails to meet the evaluation criteria presented in Section 3 of this document, “*may*” not receive funds from the City.

Section 2 Procedures

The City’s process for funding an outside agency request is as follows:

- 2.1 Funding requests considered on a regularly scheduled basis *once* during each fiscal year (October 1 – September 30). The scheduled period for consideration is during the development of the upcoming fiscal year operating budget. *No appropriation applications will be accepted after the initial fiscal year budget is adopted.*
- 2.2 The City of Madison shall receive all Funding Requests no later than the *first Monday of August*. Reminder letters will be sent by the City to all outside agencies who received funding in the current fiscal year.
- 2.3 The total dollar amount to be allocated to fund all outside agencies’ requests will not exceed three percent (3%) of the beginning fund balance of the current fiscal year (not the fiscal year for which the budget is being prepared).
- 2.4 The availability of funds awarded will be subsequent to October 1 for the funding cycle of each year and released accordingly upon contract approval by Madison City Council.
- 2.5 City operations, capital expenditures, and City programs will receive priority over “all” Funding Requests from outside agencies.
- 2.6 Funding Requests from outside agencies will be treated as the lowest priority in the budget process and will be considered only after meeting the other needs of the City government.

- 2.7 The City of Madison reserves the right to terminate funding for outside agencies at any time. Approval of funding for one fiscal year does not impose a commitment on the City for funding in future years.
- 2.8 No funding decision shall be considered final until the agency and the City enter into a contract for the services to be rendered, said contract governing all aspects of the agency's responsibilities and the conditions under which payment for the agency's services will be rendered.

Section 3

Evaluation Criteria

The Mayor and the Finance Committee may utilize the criteria listed below in the evaluation and prioritization of Funding Requests.

- 3.1 Agency's ability to demonstrate the effectiveness and relevancy of a project or service to the community.
- 3.2 The ability to meet a specific or relevant need in the community.
- 3.3 The likelihood the project, service, funding, etc. will produce successful results.
- 3.4 Service impact to the citizens of Madison and the number of citizens.
- 3.5 The agency's history of success.
- 3.6 The City Council shall not approve a Fund Request for an agency when another agency is providing the same service.
- 3.7 History and standing habits of the agency.
- 3.8 Budget review of available funds, limitations and or restraints.
- 3.9 Effective use of requested funding, including matching contributions, additional sources, and effort of outside search for financial assistance.
- 3.10 Degree of benefit to the City of Madison and its citizens including number of citizens, geographic areas and specific impact (quantified).
- 3.11 The financial need of the agency and its ability to implement the services and/or programs based upon available resources.
- 3.12 The amount of previous Funding Requests and the amount received from the City of Madison.
- 3.13 The effectiveness of the services and/or program and the impact on the City of Madison community based upon measurable performance data.

Section 4 Submittal Instructions

Agencies must adhere to the following instructions for successful submittal of the Funding Requests:

- 4.1 The Mayor's office of the City of Madison shall receive the Funding Request prior to, or on, the first Monday of August.
- 4.2 A second copy of the Funding Request shall be delivered to the Finance Department of the City of Madison prior to, or on, the *first Monday of August*.
- 4.3 The appropriate agency authorities must complete and sign the Funding Request (funding request to be on agency's letterhead).
- 4.4 The Funding Request "must" be clearly identified on the outside of the envelope ("Agency Name" – Funding Request).
- 4.5 *No appropriation request will be considered if submitted after the first Monday of August.*
- 4.6 *No extension of time will be granted to an agency to submit its appropriation request.*

Section 5 Required Information

Funding Requests should contain the following information and/or documentation.

- 5.1 Amount requested from the City of Madison.
- 5.2 A brief narrative of the agency's program(s) and demonstrated benefit to the citizens of Madison.
- 5.3 All Funding Request information to be on agency's letterhead and signed and dated by appropriate representative of the agency.

RESOLUTION NO. 2023-251-R

WHEREAS, on March 20, 2023, an automobile loss to Location #16-Building #1, Traffic Signals/Pre-Emption System, various Locations at Zierdt Road and Madison Boulevard, owned by the City of Madison was damaged.

WHEREAS Alabama Municipal Insurance Corporation, the insurance carrier for the City of Madison, Alabama, has deemed that Location No. 16 - Building No. 1, Traffic Signals/Pre-Emption System (various locations at Zierdt Road and Madison Boulevard) a total loss. The settlement offer is in the amount of \$35,000.00 (\$34,000.00) for Signal Light and pole minus \$1,000.00 deductible.

NOW THEREFORE BE IT RESOLVED that the City of Madison, Alabama does accept a settlement offer in the amount of \$35,000.00 (\$34,000.00 for Traffic Signal/Pre-Emption Signal minus \$1,000.00 deductible) from Alabama Municipal Insurance Corporation for this Traffic Signal Pre-Emption System and that the Mayor is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with Alabama Municipal Insurance Corporation Claim Number 059721CG.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on 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

SWORN STATEMENT IN PROOF OF LOSS TO

\$142,969,329.00
Amount of Policy at Time of Loss
10/01/2022
Policy Effective Date
10/01/2023
Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

Claim Number: 059721CG

0094347281233
Policy Number
AMIC
Agency At
Michael Gardner
Agent

By the above indicated policy of insurance you insured:

City of Madison

against loss by automobile upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A automobile loss occurred about 2:00 o'clock P.M. on the 20th day of March, 2023. The cause and origin of said loss was: automobile.

Property Involved in Claim: Location #16 – Building #1. Traffic Signals/Pre-Emption System, Various Locations. Zierdt Road and Madison Boulevard

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: Location #16 – Building #1. Traffic Signals/Pre-Emption System, Various Locations. Zierdt Road and Madison Boulevard

Title and Interest: At the time of the loss the interest of your insured in the property described therein was owned by the insured. No other person or entity had any interest therein or encumbrance thereon, except: None.

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except:

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss.....\$_____

Full Replacement Cost of said property at time of loss.....\$_____

Full Cost of Repair of Replacement..... \$ 35,000.00

Applicable Depreciation..... \$ 0.00

☐ **Actual Cash Value Loss**..... ☒ **Replacement Cost Loss**..... \$ 35,000.00
Less deductible and/or participation by the insured..... \$ (1,000.00)

☐ **Actual Cash Value Loss**..... ☒ **Replacement Cost Loss**..... \$ 34,000.00

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed : \$0.00.

This loss did not originate by any act, design, or procurement of the insured, or the insured, or this subscriber, nothing has been done by or with the privity or consent of the insured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, belonging to and in possession of the insured at the time of loss: no property saved has been concealed and no attempt to deceive the company has been made. Any other information that may be required will be furnished and considered part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insured in making of this proof, is not a waiver of any rights of said insurer or any of the conditions of this policy.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

State of _____

Insured _____

County of _____

By _____
(Title)

Subscribed and sworn to before me this _____ day of _____,

**Electrical Contractors**

704 Davidson Avenue
Muscle Shoals, AL 35661
Phone: 256-381-4146
Fax: 256-381-4147

April 19, 2023

Mike Gallant

Ref: Zierdt Rd. Pole upright replacement

Sir:

We Shoals Electric would like to submit a price of \$35,000.00 to remove old damaged pole/ dispose of and replace with new pole. This is us furnishing new pole, labor, and all materials associated with the pole. This is with us reusing the old existing mast arm, signals, signs, and controller. If we can help in any way, please feel free to give us a call at any time.

Pole: \$17,500.00 (Pole Only. No Arm)

Trucks/Equipment: \$5,500.00

Labor: \$12,000.00

This quote is good for 30 calendar days.

Thanks,

Jamie Prater
Vice President/Owner
Shoals Electric
704 Davidson Av.
Muscle Shoals, AL 35662
Office # 256-381-4146
Cell # 256-483-9525
Fax # 256-381-4147
EMAIL- Jprater@shoalselectric.com

RESOLUTION NO. 2023-264-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR SOD TO BE
PLACED AT GILLESPIE ROUNDABOUT**

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, and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to provide for the placement of sod at the Gillespie Roundabout meets the public purpose of beautification of the Roundabout and limiting visual obstructions; and

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 one thousand one five hundred dollars (\$1,500.00), 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 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-258-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR MPCAC
BROCHURES**

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 and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to provide the Madison Police Citizen's Advisory Committee (herein "MPCAC") with brochures for the Madison Street Festival meets the public purpose of expanding the profile of the MPCAC in the community; and

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 one thousand one hundred fifty-three dollars and eight cents (\$1,153.08) 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 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-266-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SOFTWARE UPGRADES WITH RED SAGE

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 for an annual software license subscription services with Red Sage for an upgrade to software for the Planning and Economic Development Web-site, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: Master Website Services Agreement**. 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 Red Sage, 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 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

MASTER WEBSITE SERVICES AGREEMENT

This Agreement (“**Agreement**”) is entered into as of August 1, 2023, the “**Effective Date**”, between Red Sage Communications, Inc. (“**Developer**”) and Madison Planning & Economic Development Department (“**Client**”) (each, a “**Party**” and, collectively, the “**Parties**”). Client is engaging Developer as an independent contractor for the specific purpose of programming, hosting, and providing ongoing support for one or more Client Websites as described herein and in accordance with the following terms and conditions:

DEFINITIONS

“**ADDENDUM: Statement of Work**” means the document that will be provided to Client by Developer for the initial setup and development of a Client Website or significant website project built by Developer for Client. The ADDENDUM: Statement of Work will be agreed upon in writing by both parties and will include a full list of project scope, features, specifications, development timeframe, terms, and conditions, and pricing specific to that project. All ADDENDUM: Statement of Work Attachments are considered part of and fall under the terms of this Agreement.

“**Attachment**” refers to any document or documents including Statements of Work, Exhibits, Schedules, Addenda or Attachments cited and referenced by the Parties as coming under the terms of this Agreement. If there is a conflict between the applicable Attachment and the Agreement, the Agreement will prevail unless otherwise stated within the individual Attachment.

“**Client Data**” means all Data supplied by Client or that is provided or obtained in connection with the Agreement.

“**Client Website**” refers to any website or significant web-related project built for, provided by, or hosted by Developer for Client that falls within the terms of this Agreement.

“**Hosting Provider**” means CloudAccess.net, a Managed WordPress and Managed Joomla hosting company. The Developer resells Hosting Provider services to its clients.

“**Sensitive Data**” means any data that is identified by the Client as requiring a higher level of security subject to any country, federal, state, and local laws and regulations relating to the processing, protection, or privacy of data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction or industry rules, codes, or guidelines. This may include, but is not limited to, the CCPA, GDPR, Gramm Leach Bliley (GLB) Act, HIPAA, PCI DSS, ITAR, and EAR.

“**Services**” includes any services provided by Developer, its Hosting Provider, or in conjunction with Developer’s or Hosting Partner’s partners, contractors, agents, and subsidiaries collectively or separately, including website development, content development, graphic design, SEO, web hosting, content delivery network, internet security, SSL certificates, domain registrations, version monitoring, security monitoring, uptime monitoring, security patch installation, software updates, and other related support or services.

“**Solution Provider**” means any outside third-party provider of a Software as a Service (SaaS) Application, plug in, application, software, code snippet, or any feature developed by a third-party that provides functionality to a Client Website. Solution Providers may be suggested by the Developer or provided by the Client.

MASTER WEBSITE SERVICES AGREEMENT TERMS AND CONDITIONS

1. SITE DEVELOPMENT.

1A. Technology. Client and Developer will mutually agree on the software used to build each Client Website (such as WordPress, Joomla!, or other) and will list selected software in the ADDENDUM Statement of Work.

1B. Authorization. If content or applications are to be transferred from an existing website hosted elsewhere, Client hereby authorizes Developer to access the existing website and authorizes the web hosting service to provide Developer with "full access" to Client's webpage directory, cgi-bin directory, and any other directories or programs that need to be accessed. Client warrants that any rights required to allow such activity by Developer have been obtained by Client.

1C. Content. Any copy for Client Websites provided by Client must be provided electronically. Photos and other graphic images must be supplied by Client in electronic format (jpg, tif, eps). Client represents to Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer for inclusion in a Client Website built by Developer or added to a Client Website by Client over time after the site launches are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, defend and indemnify Developer from any claim or suit arising from the use of such elements furnished by the Client. Developer may use royalty-free photos licensed to Developer throughout the site; these royalty-free photos will remain the licensed property of Developer according to the terms of the owners' licensing agreements.

The scope of the website will be defined in the Addendum: Statement of Work, including how many Standard Pages are included in the site. A Standard Page is a page of content that is not contained in a directory application, news application, or other application, but contains basic text and images and typically forms the majority of the navigation structure. Content on these pages typically should not exceed the equivalent of a page of content in a Word Document. Additionally, a number of graphics included in the scope of the website will be included in the Addendum: Statement of Work. A graphic can be a photograph, an illustration, a logo, or an icon, used as submitted without modification. Any additional graphic requested by Client or any revisions to graphics requested by Client is considered out of scope work and subject to additional time that will be invoiced at standard hourly rates. Prior to programming, Client will be provided a final Content Document containing all content to be used on the website. Client will be asked to provide written approval that all content provided within the Content Document is accurate.

1D. External Links. Client warrants that all authorizations necessary for hyperlinks to third-party websites or other content have been and will be obtained and Client will not create any external links without this authorization. Client will hold harmless, defend and indemnify Developer from any claim or suit arising from any external links contained on Client Website.

1E. Site Revisions. Once the site has been programmed, Client will be provided a link to preview the website and will provide instructions for any changes in a single change order to Developer. A time budget for making revisions will be defined in the Addendum: Statement of Work for each project. Any hours required to make revisions beyond the budget defined in the Addendum will be invoiced at standard hourly rates.

1F. Basic Responsive Programming. Basic responsive programming is included in Client Websites programmed by Developer. Note that this does not include extensive testing to troubleshoot any issues or how content appears on specific devices. Developer cannot guarantee the responsiveness or functionality of all elements programmed on Client Websites, or any third-party elements added into the website when viewed on mobile devices. Developer will provide programming assistance upon request to address any responsive issues related to the website's performance on mobile devices. Device model, software application, and versions must be provided. No guarantees can be made that all issues will be resolved. Any time invested in exploring and working to resolve issues is billable, regardless of whether or not issue is fully resolved. Time to troubleshoot responsive programming is invoiced at the standard hourly programming rate.

1G. Out of Scope Work. Any significant and material change requested by Client to the services or deliverables outlined in the Statement of Work will require a written change order providing scope and additional price details ("**Change Order**") that will be signed by the Client prior to Developer beginning the out-of-scope work. Smaller scope changes, such as client requested revisions that take more time to complete than the block of time specified in the Statement of Work are still considered out of scope work but do not require a written change order and are invoiced at standard hourly rates for any overage hours. Client agrees to reimburse Developer for any additional Client-requested expenses defined as out-of-scope work.

1H. Training. Site maintenance training will be provided by the Developer either at the Developer's location of business or through a virtual online session. Extra costs will apply if training is conducted at Client's place of business. Training costs include preparation for and facilitation of one training session.

1I. Subcontracting. Developer reserves the right to assign other web designers or subcontractors to this project who are of equivalent competence and at the same Client standard hourly rates.

1J. Stalled Projects. Developer and Client will work together to define a project schedule in the initial web session. If a site falls more than four weeks behind the dates in the approved schedule, additional costs for out-of-scope time are likely. Website software updates are more likely to be necessary when sites stall, and additional meetings outside of the scope of

the project to review status and next steps are likely to be necessary. All time required by the Developer to restart the project, spend time reminding Client about progress and next steps, and perform any other activities that are determined by Developer at its sole discretion to be caused by Client delays will be invoiced at standard hourly rates.

2. **DOMAIN NAMES.** Client is responsible for the registration, and any registration renewals, of Client Website domain names and will not hold Developer liable for any outages of the website, email, or other business services due to Client failing to renew domain name. Client warrants that Client's use of any such domain name(s) does not violate the intellectual property rights of any third party and shall indemnify, defend and hold Developer harmless against any claim by any third party arising out of Client's use of any such registered domain name(s). Without limiting any of the foregoing, Developer may, on Client's behalf, assist Client with registration of Client's domain name using Client's account information. Up to one (1) hour of support time will be provided by Developer to Client to assist in domain management related to launching each Client Website. Additional support for domain management can be provided by Developer, if needed, and will be billed at the standard hourly programming rate.

3. SITE FEATURES & PERFORMANCE

3A. Accessibility. Where Developer's scope of work includes the design and development and/or maintenance of a Client Website, Client acknowledges that, unless otherwise provided for in an Attachment, Developer's scope of work does not include ensuring compliance with the Americans with Disabilities Act ("ADA") website accessibility standards (or any similar standards, rules or requirements). If Client requires ADA compliance, Developer can recommend and integrate a third-party ADA Compliance solution or can integrate an appropriate ADA Compliance solution provided by Client. Where Client requests and Agency undertakes to provide such website accessibility requirements, the details of such undertaking will be set forth in an applicable Attachment or in any ancillary agreements or documents with third parties for website accessibility services. Regardless of any ADA compliance solution integrated into the Client's Website, whether provided by Developer or Client, Client releases Developer from any liability and will hold harmless, defend and indemnify Developer from any claim or suit arising from any claim of non-compliance with ADA law and regulations, including reasonable attorney fees.

3B. Third-Party Software or Features. If Client elects for Developer to add software or features developed by a third-party Solution Provider that provides functionality to a Client Website, Client accepts the Solution Provider's Terms of Service and all terms contained in Solution Provider's related policies and service level agreements. Solution Provider's terms are subject to change at any time without notification. Client releases Developer from any liability and will hold harmless, protect, defend and indemnify Developer from any claim or suit arising from the use of software or features provided by Solutions Provider, including reasonable attorney fees.

3C. Client Work. Developer makes commercially reasonable efforts to select reputable and stable themes, frameworks, plugins, extensions, and other software (the "**Software**") for websites built and managed by Developer and maintains active licenses with each providing access to critical security updates and patches. If Client elects, in its own authority, to install Software onto a Client Website hosted by Developer on its own or using a contractor, agent, partner, or third party vendor or Solutions Provider of Client's choosing, without making prior arrangements with Developer to determine the stability of the software and obtain licenses that provide access to security updates and patches, Client releases Developer from any liability and will hold harmless, protect, defend and indemnify Developer from any claim or suit arising from the use of such Software furnished by the Client, including reasonable attorney fees. If Developer, at its sole discretion and authority, determines that the Software presents an unreasonable risk to Client Website or other websites managed by Developer, Developer reserves the right to cancel site hosting and Client will not be eligible for any refund. Any time provided by Developer to resolve issues related to the Software or assist with migrating the Client Website to another server is billable at standard hourly rates.

3D. E-Commerce. If a Client Website includes ecommerce capabilities with payment processing, Client acknowledges that all transactions relating to merchandise or services offered through Client Website, including but not limited to the purchase terms, payment terms, warranties, guaranties, maintenance, and delivery terms for such transactions are agreed to solely between Client and third-party purchasers. Developer and its affiliates make no warranties or representations whatsoever with respect to Client's goods and services, or with respect to the qualifications of any third-party purchaser and Client hereby indemnifies, holds Developer harmless, and promises to defend, as and against any third-party claim arising out of, or related to, or in connection with such transactions.

3E. Search Engine Optimization. Search Engine optimization is not included in the base price of the website unless otherwise specified in the Addendum: Statement of Work. Search engine friendly programming techniques will be utilized whenever possible including Search Engine Friendly (SEF) URLs and programming header text using <H1> tags. Developer makes no guarantees for placement of Client Website listings in search engines.

4. SITE HOSTING.

4A. Hosting Provider. By using Developer's hosting services provided by its Hosting Provider you are acknowledging that you accept the Hosting Provider's Terms of Service and all terms contained in related policies and service level agreements. Hosting Provider's terms are subject to change at any time without notification. A link to Hosting Provider terms and conditions can be provided upon Client request.

4B. Hosting Specifications. Unless otherwise defined in the Addendum: Statement of Work for a particular website, hosting accounts include:

- 2GB Ram
- 20GB disk space
- Unlimited bandwidth
- 99.9% uptime guarantee
- 2 CPU Cores.

4C. Excessive Usage. Client agrees that use of the hosting services for each Client Website will not require excessive usage of system resources and/or bandwidth to the point that server performance is compromised and affects other sites on the server. Any Client Website utilizing excessive server resources may be suspended or terminated without warning to protect other sites on the server. When possible, advance warning will be provided, however if the excessive usage is deemed to be causing immediate harm to Developer's server or network, no warning will be provided. Acceptable arrangements must be made (such as removal of the offending script, payment of fees related to overages, or expansion of the dedicated server to provide more bandwidth allowance) prior to the account being reinstated. Repeated excessive usage will result in the account being canceled without the possibility for reinstatement or refund. Developer retains sole discretion over what constitutes excessive usage, repeated excessive usage, and/or acceptable arrangements, but will collaborate with Client in making any final determinations regarding the Client Website in question.

4D. Reselling/Sharing Services. Hosting accounts, web space, bandwidth, site statistics, or any other service provided by Developer cannot under any circumstance be sold, resold, shared, assigned or given away. Each Client Website requires its own hosting account.

4E. Website Security Management. Developer (and its subcontractors, assigns, and partners) shall use commercially reasonable efforts to implement security measures (such as password protection and encryption) and maintain such other safeguards (including virus protection safeguards) to prevent the destruction, loss, interception, or alteration of Client Websites by unauthorized persons, and which are consistent with current commercial practices in the industry. Developer will actively monitor for security patch releases and updates recommended for core software as well as template files and all installed extensions. Developer will install ongoing releases of security patches and updates to the core software and extensions as soon as possible after they are deemed stable after release for as long as the software version is supported. The parties expressly recognize that, despite Developer's efforts, it is impossible to guarantee security. Except with respect to Developer's express obligations described in this Agreement, Client is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of the Client Websites by unauthorized persons. Client further acknowledges that use of Hosting Provider's services is subject to Hosting Provider's Data Privacy/Handling Policy and Data Protection Agreement terms. Copies of these policies and terms can be provided upon Client Request.

5. WEBSITE DATA BACKUPS AND RECOVERY.

5A. Developer Backup and Recovery Protocols. Developer, working with the Hosting Provider, will make commercially reasonable efforts to prevent the loss of or damage to Client Website(s), and will employ back-up procedures and copies to help facilitate the reconstruction of any Client Website in the event of loss or damage. Developer will promptly notify Client of any loss, damage to, or unauthorized access of Client Websites. If Client Website is lost or damaged for reasons other than as a result of Developer's negligence or willful misconduct, Developer, at Client's expense, will use commercially reasonable

efforts to reconstruct any Client Website that is lost or damaged. If loss or damage to a Client Website is due to Developer's negligence or willful misconduct, Developer will use commercially reasonable efforts to reconstruct the Client Website to the extent of loss or damage at no additional cost to Client.

5B. Data Backups Performed by Hosting Provider. Hosting Provider maintains and performs multiple backup protocols that can be provided to Client upon request. In addition to backup features provided by Hosting Provider, backups may also be manually initiated from within the Hosting Provider Control Panel by the Developer or Hosting Provider team member.

5C. Data Backups Performed by Developer. Developer utilizes industry-leading backup software installed on each site that creates backup files of the entire site and saves them to Developer's Amazon S3 account. The frequency of these backups is monthly unless a different frequency has been agreed to and accepted by both parties in an Addendum: Statement of Work for a specific website. Backups performed by Developer are saved for a minimum of (12) twelve months.

5D. Data Recovery Performed by Developer. In most cases, Developer can perform a full restoration of a particular site in a timeframe between 15 minutes and 2 hours from the time the backup process is initiated, depending on the size of the site and the size of files being restored. Choice of backup file source is determined by Developer based upon the situation requiring the restoration.

6. DATA SECURITY AND PRIVACY.

6A. Security Protocols for Client Data. Agency will use commercially reasonable efforts to (a) ensure the security and confidentiality of Client Data; (b) protect against anticipated threats or hazards to the security or integrity of such Client Data; and (c) protect against unauthorized access to or use of, or any destruction, loss, alteration, or misuse of, Client Data. Such safeguards will be no less rigorous than those maintained by Agency for its own confidential information.

6B. Handling of Sensitive Data. Client will provide Agency with sufficient advance notice of any necessary, additional, or more stringent, measures required for Agency to use, handle, or store Sensitive Data that Client deems necessary for Agency's performance of the work. When a specific project requested by Client entails Agency handling of Sensitive Data, Client and Agency will jointly establish the data security risk, control measures and any enhanced responsibilities of each party.

6C. Sensitive Data Prohibited on Website Hosting Accounts. Client is expressly prohibited from using Developer's website hosting services for hosting Sensitive Data. Storing and permitting access to Sensitive Data using Developer's website hosting services is a material violation of this Agreement, and grounds for immediate account termination. Developer does not control or monitor the information or data stored on, or transmitted through, Developer's hosting services. Developer does not sign "Business Associate Agreements" and Client agrees that Developer is not a Business Associate or subcontractor or agent of Client's pursuant to HIPAA. Client releases Developer from any liability and will hold harmless, defend and indemnify Developer from any claim or suit arising from non-compliance with any laws and regulations related to the processing, protection, or privacy of data, including reasonable attorney fees.

6D. Liability for Data Security. Client is solely responsible for compliance with laws and regulations governing the privacy and security of Sensitive Data, and for demonstrating that compliance, including compliance by Agency and any of its agents, employees, subcontractors, or Third-Party Processors. Excepting only negligence or willful misconduct of Agency, Client will be fully liable for any damages, losses, claims, and liabilities caused by failure to comply with such laws and regulations and shall indemnify and hold Agency harmless therefrom.

7. ONGOING HOSTING PROVIDER SERVICES. Hosting Provider provides a range of services related to ensuring the stability and performance of its website hosting services. Hosting Provider's Network Service Level Agreement outlining its services can [be provided at any time upon Client request](#).

8. ONGOING DEVELOPER SERVICES. In addition to hosting platform and hardware security protocols provided by Hosting Provider, Developer provides additional support services for every individual Client Website. These security protocols include:

8A. Site Access and Content Maintenance Support. Developer will provide login credentials for all sites hosted for Client by Developer to allow Client to update or revise site content if Client elects to do so. Developer is available to provide assistance with making updates or revisions to content on Client websites as requested by Client. Any assistance provided will be

invoiced quarterly at standard hourly rates. Client will be liable for any non-Developer-caused errors that result in a loss of all or parts of the Client Website(s). If an error as such should occur and the site has to be restored by Developer, Client will be responsible for paying Developer for any time required by Developer and its Hosting Provider, partners, and contractors to correct issues or restore Client Website at standard hourly rates.

8B. Site Security.

- i. **Managed Software Updates.** Monitoring for CMS, theme, plugin, or extension critical security update releases (“Releases”); Developer actively monitors Releases notifications for all sites hosted by Developer, troubleshooting as any issues occur. Updates are performed when the Developer, at its sole discretion, determines the update is stable.
 - ii. **Site Level Active Monitoring, WAF, & Brute Force Preventions.** Developer maintains license for an industry leading third party monitoring service to perform real-time from external locations. This is done via ping, http requests as well as specific query strings. If a fault is found by the monitoring service, an email is sent to the Developer’s web team to investigate the issue immediately. The service monitors for suspicious activity or outages; unintended file changes to prevent injection and unvalidated redirects and forwards; prevention of brute force attacks by limited consecutive logins and access granted to defined IP addresses, if provided by Client.
 - iii. **Security Headers.** Developer manually adds security headers upon completion of the site to prevent Cross-Site Scripting (“XSS”) and Cross-Site Request Forgeries (“CSRF”). Security headers installed by Developer include: X-XSS-Protection, X-Frame-Options, X-Content-Type-Options, Strict-Transport-Security, Content-Security-Policy, Referrer-Policy, Permissions-Policy, and Expect-CT.
 - iv. **Remediation of Vulnerability Scan Report Findings.** To assist our Clients with their compliance efforts, Client may provide Vulnerability Scan Reports to Developer and Developer will mitigate any highlighted issues under Developer’s or Hosting Provider’s reasonable control to fix. Certain issues, such as server-level port settings, can only be addressed if Client has a dedicated server. All Developer time to work with Client to mitigate Vulnerability Scan issues is invoiced at standard hourly rates.
9. **ACCEPTABLE USE POLICY:** Client’s Website(s) may only be used for lawful purposes. Transmission, storage, displaying, or linking to any information, data or other material in violation of any law, or that is restricted under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) is strictly prohibited. This includes but is not limited to:
- i. Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
 - ii. Unauthorized linking to copyrighted material in a manner designed to distribute the material; pornography or other adult related material;
 - iii. Sexually related materials;
 - iv. Content that harms minors in any way;
 - v. Content that impersonates any person or entity or falsely states or otherwise misrepresents Client’s affiliation with a person or entity;
 - vi. Forged headers or manipulated identifiers that disguise the origin of any Content transmitted through the Service;
 - vii. Uploading, posting, or otherwise transmitting unsolicited commercial email or “spam,” Including unethical marketing, advertising, or any other practice that is in any way connected with “spam,” such as (a) sending mass email to recipients who haven’t requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
 - viii. Uploading, posting, or otherwise transmitting any material considered malicious which may contain software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - ix. Interfering with or disrupting the servers or networks connected to the Client Website, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Service; intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, secure data such as Export Control Technical Data and other related secure content defined by federal ITAR, EAR, TSR laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities

exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

- x. "Stalking" or otherwise harassing another;
- xi. Promoting or provide instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices;
- xii. Offering for sale or sell any item, good, or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) Developer determines, in its sole discretion, is inappropriate for sale through the hosting services;
- xiii. Using the hosting service for anything other than it's intended purposes; and
- xiv. Using the hosting service for phishing, auto-content/auto-likers, gaming servers, botnets, bit-coin mining, and black hat SEO pages.

Websites found to contain any prohibited materials will be canceled immediately without warning and will not be eligible for any refund. Developer retains the right to make the final decision as to what constitutes a violation of this policy.

10. COPYRIGHTS.

10A. Open-Source Software. Client acknowledges that all rights, titles and interest in the Joomla! or WordPress Open Source Software is subject to the GPLv2 License, and Client agrees to abide by the terms of such licenses.

10B. Client Materials. Any uploaded client data shall be solely owned by the Client. Where Client has supplied to Developer any information, artwork, logos, images, copy or other written, domain names, graphic or pictorial materials (the "**Client Content**") for Developer's use in connection with the performance of services under this Agreement, Client hereby grants to Developer a limited, non-exclusive license to utilize, display and reproduce such Client Content in the deliverables and/or in connection with Developer's performance of the Services. Client covenants that it owns or has secured all necessary rights to the Client Content, and that such Client Content does not infringe any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any third party, including those such rights of any individuals whose likeness appears in the Client Content.

10C. Third-Party Materials. Client acknowledges that the Hosting Provider's platform and other related hardware and software are the property of Hosting Provider and/or its suppliers. Hosting Provider maintains and controls ownership of all IP numbers and addresses that may be assigned to Client, and Hosting Provider reserves, in Hosting Provider's sole discretion, the right to change or remove any and all IP numbers and addresses. Client further acknowledges that Developer may, on occasion, license materials from third parties for inclusion in the work. In such circumstances, ownership of such licensed materials remains with the third-party licensor and subject to the terms of the applicable third-party license. Wherever possible, Developer will keep Client informed of any such limitations and Client agrees that it will be bound by the terms of such third-party license(s).

10D. Developer Materials. To the extent any pre-existing Developer property is contained in any of the deliverables, including, but not limited to, any code, inventions, know-how, and/or source identifying matter that is created, developed, or conceived by or on behalf of Developer ("**Developer Materials**"), Developer, upon the satisfaction of Client's payment obligations under this Agreement, grants to Client a limited, royalty-free, non-exclusive, perpetual, non-assignable, worldwide license to use such Developer Materials solely in connection with Client's use of the Client Website(s).

- 11. CONFIDENTIAL INFORMATION:** All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developers duties and responsibilities hereunder, development or hosting of Client's website(s) or as required and permitted by applicable law or legal process. All information relating to Developer that is known to be confidential or proprietary or which is clearly marked as such will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is required and permitted by applicable law or legal process.

12. TERMINATION

12A. Termination. Either Party may terminate this agreement by notice delivered to the other Party at least sixty (60) days prior to the effective date of the termination. Either Party may terminate this Agreement if the other Party fails to perform or otherwise materially breaches any of its obligations, covenants or representations, and fails to remedy such failure or breach within 30 days after the injured Party delivers notice to the breaching Party reasonably detailing the breach.

12B. Rights Upon Termination of Website Development Services. Developer shall transfer, assign, and make available to Client all property and materials in Developer's possession or subject to Developer's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement in a timely manner. In the event either Party terminates development services, the value of work completed shall be billed at Developer's standard hourly rate for programming, and deducted from any payments previously made, the balance of which shall be returned to Client. If, at the time of the request for termination, work has been completed beyond the amount covered by any prior payments, Client shall be liable to pay for all work completed, including labor and any outside costs such as programming, billed at the Developer's standard hourly rate for programming. All Work Product completed as of the date of termination will be transferred to Client after receipt of full payment then due.

12C. Rights Upon Termination of Hosting Services. If Client terminates hosting services in whole or for any individual Client website prior to the end of the initial term or any Renewal Term, the prepaid hosting fees for the remaining months in the annual period will not be refunded. Developer may terminate hosting services at any time and for any reason with 60 days' advance written notice to Client. If Developer terminates hosting services, the pro-rated portion of pre-paid fees attributed to services not yet rendered as of the termination date will be refunded and the website(s) will be transferred to a new hosting service of the Client's choosing at no cost to the Client. If this Agreement is terminated for any reason, Developer will not be liable for Client's damages resulting from the expiration or termination of hosting services on account of the loss of prospective profits, anticipated sales, and goodwill or for any other reason resulting from such termination or expiration.

Should Developer choose to enter into an agreement with a different Hosting Provider requiring a change of hosting location or equipment that would affect Client Websites, Developer must have Client's consent prior to migration, which such consent will not be unreasonably withheld. Any such migration will be performed at no cost to Client.

Should Client choose to terminate hosting services with Developer, Client has the option to migrate the website(s) to the hosting service of Client's choosing. Any assistance required by Developer in the migration will be invoiced to Client at Developer's standard hourly rate for web programming.

- 13. NOTICES.** Any notice, request, or other document to be given hereunder shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid or (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed to:

Developer – USPS

Red Sage Communications, Inc.
PO Box 2556
Decatur, AL 35602
Attn: Ellen Didier

Developer - Shipping

Red Sage Communications, Inc.
111 2nd Avenue NE
Decatur, AL 35601
Attn: Ellen Didier

OR

Client

Madison Planning & Economic Development Department
100 Hughes Road
Madison, AL 35758

or to such other address as the Parties may designate by notice given as above provided. A notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) five days after the date when deposited with the United States mail properly addressed or (iii) when receipt of a notice sent by an overnight delivery service is confirmed by such overnight delivery service, as the case may be, unless the sending party has actual knowledge that a notice was not received by the intended recipient.

- 14. PRICE AND PAYMENT TERMS.** In exchange for any new website or website project provided by Developer for Client during the term of this Agreement, Client agrees to pay Developer for services at a price and frequency provided by Developer in a separate **ADDENDUM: Statement of Work** for each new project and agreed to in writing by Client.

Payment is due 30 days after date of invoice. Developer reserves the right to remove web pages from viewing on the Internet if Client fails to make timely payment of the invoiced amount. Late payments will bear interest at the rate of one (1) percent per month until paid. If paying by check, Client agrees that should the bank return Client's check for any reason, a \$30.00 fee will be assessed by Developer and Client will be responsible for payment in full upon notification by the bank and/or Developer. Client will be responsible for the payment of all federal, state, and local- sales, use, value added, excise, duty, and any other taxes assessed with respect to the services, other than taxes based on Developer's net income. In the event Developer must pursue legal action to collect or recover its fees or costs from Client, Client will bear all fees and expenses, including, without limitation, attorney's fees, incurred by Agency in such recovery or collection action.

- 15. WARRANTIES, LIABILITY AND NON-INFRINGEMENT.** Neither Developer nor any of its employees or agents, warrants that the functions contained in completed Client Websites will meet the client's requirements, or be uninterrupted or error-free, and Developer expressly disclaims any such warranty, express or implied, as well as any warranty of merchantability or fitness for a particular purpose. The entire risk as to the quality and performance of Client Websites is with Client. In no event will Developer nor any of its employees or agents be liable to Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, pandemic, epidemic, or similar catastrophe, labor strikes affecting the Developer or its suppliers or subcontractors, or any other circumstances beyond Developer's reasonable control, loss of data, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate Client Websites, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers or Client's or Client's website visitor's computer or Internet software, even if Developer has been advised of the possibility of such damages. In no event shall Developer or its suppliers be held liable for unauthorized access to, or alteration, theft or destruction of, information distributed or made available for distribution via the hosting services through accident, fraudulent means or devices. Client agrees and acknowledges that Developer exercises no control over, and accepts no responsibility for, the content of the information passing through Developer's or Hosting Provider's computers, network hubs, points of presence or the internet.

16. INDEMNIFICATION.

16A. Client agrees to indemnify and defend Developer for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Agency, including those by governmental or regulatory authorities, based on: (a) Client's breach of this Agreement, or (b) any claim for false or misleading advertising, libel, slander, piracy, plagiarism, invasion of privacy, or infringement of intellectual property concerning (i) any Client Content or (ii) the deliverables created by Developer that are substantially modified by Client.

16B. Developer agrees to indemnify and defend Client for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Client for piracy, plagiarism, or infringement of intellectual property based upon materials created by Developer that are contained in the deliverables, other than Client Content or materials furnished by Developer which have been substantially modified by Client.

16C. Any party entitled to be indemnified pursuant to this Agreement ("**Indemnified Party**") shall provide prompt written notice to the party liable for such indemnification ("**Indemnifying Party**") of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense, and may settle or compromise such claim or demand, without prejudice to its rights hereunder. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense.

- 17. NO WAIVER.** Developer's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of Developer's right to subsequently enforce such provision or other provisions contained in either.

- 18. LITIGATION.** This Agreement shall be governed by the laws of the State of Alabama in the United States of America. Any disputes arising from this contract will be litigated or arbitrated solely in Madison County, Alabama, USA, and the parties hereby now and forever agree to the venue and jurisdiction of the State or Federal Courts in Madison County, Alabama and hereby waive any and all arguments to the contrary. If any action for the enforcement of this Agreement is brought for or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.
- 19. SEVERABILITY.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 20. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.
- 21. SOLE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings with respect to the subject matter hereof.
- 22. ELECTRONIC SIGNATURES.** This Agreement may be executed and delivered by facsimile and/or email and in counterparts. Each counterpart when executed and delivered shall be deemed an original, but all of which together shall be deemed one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including electronic mail of .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the undersigned hereby agree to the terms, conditions and stipulations of this Agreement and is authorized to do so on behalf of his or her organization or business.

AGREED TO:

BY CLIENT:
Madison Planning & Economic Development Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

BY DEVELOPER:
Red Sage Communications, Inc.

Signature: Ellen M. Didier

Print Name: Ellen M. Didier

Title: President

Date: August 1, 2023

ADDENDUM: STATEMENT OF WORK FOR FINDMOREMADISON.COM REBUILD

This ADDENDUM: Statement of Work dated August 9, 2023, (the “Addendum”) sets forth specifications and pricing applicable to initial setup and programming of a Client Website for findmoremadison.com. By signing this Addendum, both parties acknowledge that all services provided by Developer to develop and host the Client Website per the specifications contained herein will be subject to the terms and conditions outlined in the Master Web Site Services Agreement signed and agreed to by both parties with the Effective Date of August 1, 2023 which terms and conditions are incorporated herein by reference.

SCOPE AND SPECIFICATIONS.

- **Project Scope & Specifications.**
 - Scope of services includes rebuilding the Client website migrating all existing content as-is on Joomla 4 CMS, matching the existing design and layout as closely as possible. Scope also includes project management, design of visual interface, programming, quality control, and assistance with launch of the website according to the details below.
 - This Client Website will be built using Joomla.
 - All existing content will be reprogrammed onto the new site.
 - Two-hours of revisions will be provided including client communication, project management, and programming.
 - One-hour of virtual training post-site launch.
 - Site features include:
 - Installation of Google Analytics 4 tracking code
 - Basic SSL Certificate
 - 301 Redirect programming
- **Project Timeline.** The expected timeframe to complete and launch the website is 4-weeks from receipt of signed contract.
- **Hosting Term.**
 - **Initial Hosting Term:** August 15, 2023 – July 14, 2024
 - **Annual Renewal Hosting Term:** Renews annually for 12-month Renewal Hosting Term beginning July 1 of each year and ending June 30 the following year thereafter.
- **Pricing**
 - Client Website Initial Setup and Development Price: \$5,100
 - Annual Hosting Price: \$900
 - Total Fixed Price: \$6,000**
- **Invoice Schedule.**

Milestone	Amount Due	Description
Addendum signed by both parties & Site Launched by Developer	\$6,000	Total Fixed Price will be invoiced at project completion

- **Payment Terms:**
 - Initial development and initial hosting term invoiced according to the schedule above.
 - Hourly content maintenance and training support is invoiced quarterly at actual time incurred.
 - Annual hosting invoiced at the beginning of each Annual Renewal Hosting Term.
 - All invoices net 30-day terms.
- **Standard Hourly Rates.** Developer's current standard hourly rates are shown below. These rates are subject to change at any time by Developer and apply to all Client Websites.

- \$125 per hour for standard website content programming and website design updates.
- \$125 per hour for standard, non-web graphic design, marketing, strategic consulting, and related services.
- \$150 per hour for senior level marketing or strategic consulting.
- \$225 per hour for senior level website security management and consulting.

The undersigned hereby agree to the terms, conditions and stipulations of this Addendum and is authorized to do so on behalf of his or her organization or business.

AGREED TO:

BY CLIENT:
Madison Planning & Economic Development Department

BY DEVELOPER:
Red Sage Communications, Inc.

Signature: _____

Signature: Ellen M. Didier

Print Name: _____

Print Name: Ellen Didier

Title: _____

Title: President

Date: _____

Date: August 9, 2023

RESOLUTION NO. 2023-271-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR PURCHASE OF
WINTER HOLIDAY DECORATIONS**

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 and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to purchase decorations for the winter holidays meets the public purpose of beautifying the City during celebration of the holidays; and

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 twenty-seven thousand dollars (\$27,000.00) 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 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-256-R**A RESOLUTION AUTHORIZING VIDEO RECORDING AND
ARCHIVING OF THE AUGUST 14, 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 August 14, 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 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-265-R

**A RESOLUTION APPROVING AN ON-PREMISES BEER AND WINE LICENSE FOR
MISO HAPPY L.L.C.(D/B/A MISO HAPPY)**

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing an on-premises beer and wine license to **MISO HAPPY L.L.C** doing business as **MISO HAPPY** which has applied for said license for its location at 104 Intercom Drive; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC on-premises beer and wine license to **MISO HAPPY L.L.C** for its 104 Intercom Drive 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 on premises beer and wine license to **MISO HAPPY L.L.C** doing business as **MISO HAPPY**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: August 3, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Miso Happy LLC.
DBA: Miso Happy
On-Premises Beer and Wine License

Please find attached a copy of the checklist for Miso Happy LLC., doing business as Miso Happy, in regard to their application for an On-Premises Beer and Wine License for their location at 104 Intercom Drive, Madison, AL.

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

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

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

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License



ON PREMISE



OFF PREMISE



BEER



WINE



LIQUOR

Owner Name: YAN SHUANG WANGBusiness Name: MISO HAPPY LLCBusiness Location: 104 INTERCOM DRIVE, MADISON, AL 35758Mailing Address: 294 BIG OAK LN, MADISON, AL 35758Phone: 205-420-8396

APPLICATION FEE:

Date Paid: 07/05/2023 Amount: 100.00 Receipt #: _____Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: 7/7/23Background Check: Approved ☒ Disapproved _____Check Completed By: Becky Ruffel Title ID SecretaryDate Completed: 7-13-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 7/7/23Inspection: Approved ☒ Disapproved _____Inspection Completed By: [Signature] Title InspectorDate Completed: 8-1-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: 7/7/23Inspection: Approved ☒ Disapproved _____Inspection Completed By: Ken Howard Title InspectorDate Completed: 8/1/23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 07/07/2023Date Placed: 07/07/2023 Newspaper: 07/19/2023Publication Fee Paid: \$184.00Date Paid: 07/05/2023 Receipt #: _____Date of Public Hearing: 08/14/2023

Approved: _____

Denied: _____

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

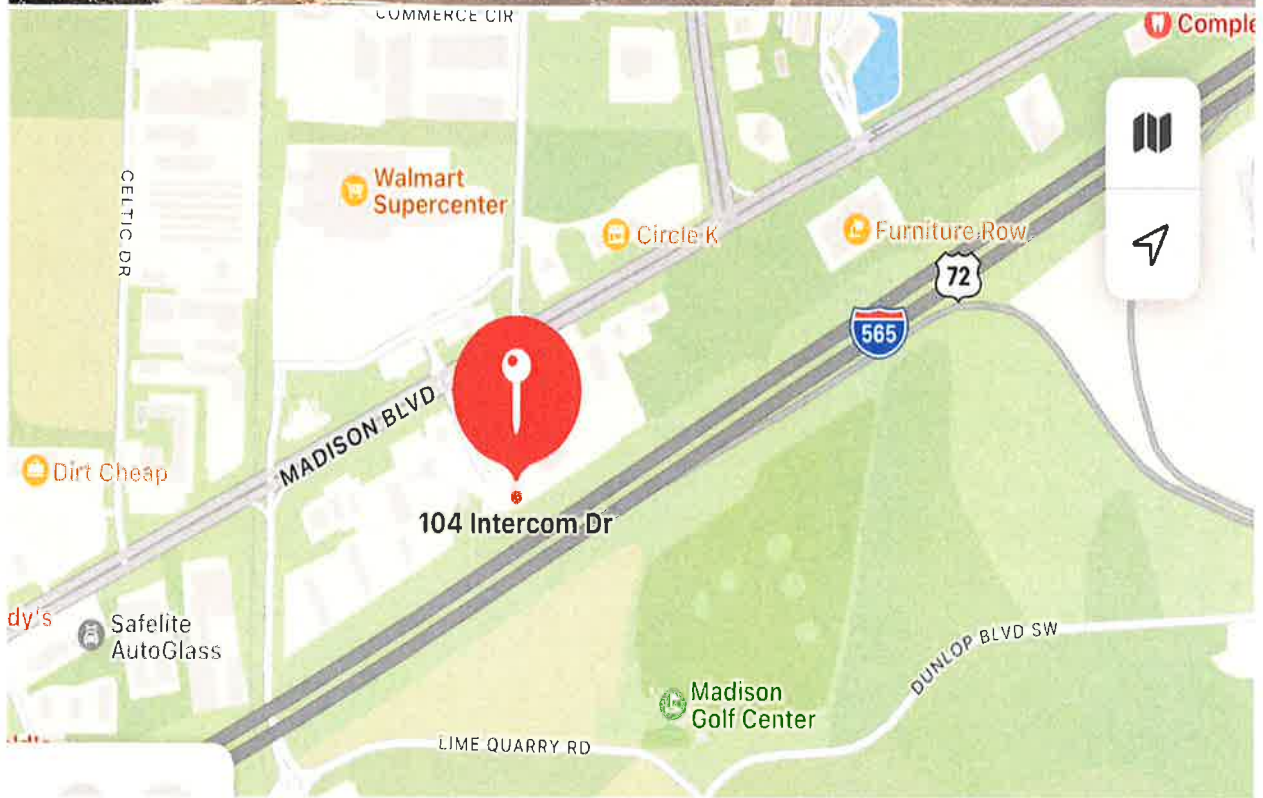
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-248-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH THE CENTER FOR MUNICIPAL SOLUTIONS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Monroe Telecom Associates, LLC, d/b/a The Center for Municipal Solutions ("CMS"), for wireless telecommunications facilities consulting services, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2023.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT

This agreement made and entered into this ____ day of August 2023 by and between MONROE TELECOM ASSOCIATES, LLC d/b/a THE CENTER FOR MUNICIPAL SOLUTIONS (herein after referred to as Consultant) mailing address: 2917 Carriage Meadows Drive, Wake Forest, North Carolina 27587 party of the first part, and the City of Madison, Alabama, a municipal corporation (hereinafter referred to as Client) 100 Hughes Road, Madison, Alabama 35758, party of the second part.

Consultant and Client, for the consideration named, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting, advising and representing Client on matters relating to the preparation of a Wireless Telecommunications Facilities Local Ordinance for Client, and reviewing and analyzing applications received by Client for Wireless Telecommunications Facilities. The consultant is not a real estate broker or agent. All real estate brokerage services, if any, shall be performed by the Client or the Client's attorney.

2. SPECIFIC SERVICES: LOCAL ORDINANCE

As soon as possible after the execution of this agreement, Consultant shall prepare and deliver to Client for use by Client a draft comprehensive Wireless Telecommunications Facilities Local Ordinance (hereinafter referred to as Ordinance). Subsequently, in consultation with designated officials of Client, Consultant shall devote up to five (5) working hours to draft and deliver to Client, as may be requested, legally permissible revisions to the Ordinance, prior to the public hearing relating to the adoption of the Ordinance. Consultant shall attend one meeting with Client, which Client will schedule in connection with the adoption of the Ordinance.

3. SPECIFIC SERVICES: SERVICES DURING PROCESSING OF APPLICATIONS

The Consultant shall furnish appropriate Wireless Telecommunications Facilities permit application review and analysis, as well as siting assistance and advice, to Client and Client's officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- (a) Review all applications filed with Client for Wireless Telecommunications Facilities and any support structures;
- (b) Assist and advise Client as regards all applications, to include attending meetings with the Applicants and/or Client's staff and/or officials as required;
- (c) Recommend in writing to Client whether a particular application should be approved or disapproved, or an alternative sought, and set forth in writing the reasons for such; and,
- (d) Pre-operational inspections of the construction of the facility and in writing recommend when/if the certificate of compliance or a functional equivalent should be issued.

(e) Consultant shall, in conjunction with Client's Attorney and/or staff, advise and assist in the negotiation of all leases for the use of Client-owned property or facilities by wireless communications entities or persons at its normal hourly rate, with such cost to be paid out of the Applicant's escrow deposit or a written commitment by the potential lessee to reimburse Client for the cost of services incurred on behalf of Client.

4. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of Client. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the agreement. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraph 2 hereof, there shall be no hourly charge for up to five (5) hours of work time. Time beyond five hours customizing the draft ordinance or attendance at more than one meeting related to the customization, consideration, or adoption of the Ordinance shall be billed at the Consultant's normal hourly rate. Based on prior experience, Consultant anticipates that, absent extraordinary circumstances, there will be no charge to Client for the preparation of the Ordinance. In the event that charges are incurred, compensation for attendance at and participation in a hearing for consideration of adoption shall be limited to \$500.00, plus reimbursement of actual out-of-pocket expenses incurred vis-à-vis the hearing.
- (b) For the services to be performed by Consultant pursuant to paragraph 3 hereof, Client shall pay Consultant its normal published hourly rate (which at the date of this agreement is \$250.00 per hour, but is subject to reasonable change over time) for each hour of time devoted by Consultant to the performance of such services. For time spent traveling by Consultant in conjunction with the performance of such services Client shall pay Consultant only 50% of the Consultant's normal published hourly rate.
- (c) The draft Ordinance as initially provided to Client shall require an applicant to pay, in advance of any work related to the application or the application process, a deposited sum to be placed in an escrow account under Client's control to assure that work related to an application or inspection shall not cost Client or its taxpayers anything.

(d) Consultant shall invoice Client regularly, but no less frequently than monthly, after services have been performed, for any compensation payable pursuant to paragraph 5(b) of this agreement. Such invoices shall be due and payable upon receipt, but in no case later than thirty (30) days.

6. REIMBURSEMENT FOR EXPENSES

For services performed hereunder, Client shall reimburse Consultant, for out-of-pocket expenses for the following items:

(a) Travel-related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute; (b) Expedited or overnight delivery service; (c) Any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement.

Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

7. TERM OF AGREEMENT; TERMINATION

This agreement shall be for a period of a minimum of three (3) years commencing on the date set forth at the top of page one (1) of this agreement. In the event that the Consultant refuses or fails to provide services hereunder with due diligence or is guilty of a substantial violation of any provision of this agreement, Client shall send Consultant thirty (30) day written notice that the agreement will be terminated. After the three (3) year period, the agreement will continue automatically on a month-to-month basis, unless terminated in writing by either party with thirty (30) day notice.

8. STATUS OF CONSULTANT

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

9. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Laws of the State of Alabama.

11. COMPLETE AGREEMENT; MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement that have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

12. ASSIGNMENT

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

13. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. COMPLIANCE WITH LAWS

Consultant agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Consultant shall hold all appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Consultant to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.

15. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors, or omissions of Consultant in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive expiration.

16. INSURANCE

Consultant agrees to provide proof of liability insurance coverage of at least one million dollars (\$1,000,000.00) naming the Client as an additional insured.

IN WITNESS, THEREOF, the Consultant and Client by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

CONSULTANT

By: _____
Jackie Hicks
The Center for Municipal Solution

CLIENT

By: _____
Paul Finley, Mayor

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

ORDINANCE NO. 2023-261**AN ORDINANCE TO AMEND THE MUNICIPAL SCHEDULE OF FINES**

WHEREAS, the State of Alabama has enacted two new statutes to the Code of Alabama which has thereby created two new criminal offenses, namely Smoking and/or Vaping in a Motor Vehicle when a Child under 14 is Present (Act 2023-93) and Individual under 21 in Possession of Psychoactive Cannabinoids (Act 2023-169); and

WHEREAS, prior to the adoption of this Ordinance, the Mayor and City Council have heard from a number of citizens complaining about these matters; and

WHEREAS, the City Council desires to adopt an ordinance that incorporates these new offenses set forth in the Code of Alabama; and

WHEREAS, the City is authorized by § 11-45-1 of the *Code of Alabama*, among other laws, to adopt ordinances to provide for the public health, prosperity, order, comfort, and convenience of the inhabitants of the City;

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

Section 1. In addition to other remedies, authorized enforcement officers of the City may issue a Traffic offense citation for violations of this ordinance for Smoking and/or Vaping in a Motor Vehicle while a Child is Present. The City hereby amends the Schedule of Fines of the Madison City Code, Appendix B(a)(1) Traffic offenses, to add a new line for Smoking and/or Vaping in a Motor Vehicle When a Child is Present, with a fine not exceeding \$100.00 per offense. The City hereby adopts and incorporates by reference the definition of said offense as set forth in the Code of Alabama.

Section 2. In addition to other remedies, authorized enforcement officers of the City may issue a non-traffic offense citation for violations of this ordinance for Possession of Psychoactive Cannabinoids by an Individual under 21 years of age. The City hereby amends the Schedule of Fines of the Madison City Code, Appendix B(a)(4) Non-traffic offenses, to add a new line for the Possession of Psychoactive Cannabinoids by an Individual under 21 years of age, with a fine of no less than \$50 and no more than \$200 per offense and a fine of \$400 for a third or subsequent offense. The City hereby adopts and incorporates by reference the definition of said offense as set forth in the Code of Alabama.

Section 3. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

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

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

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

Ranae Bartless, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-236-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH GTEC, 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 GTEC, LLC, for geotechnical engineering studies and analysis for Project No. 2023-019 Spencer Green- Subgrade Evaluation, 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 GTEC, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and GTEC, LLC located at 4890 University Square, Suite 2, Huntsville, AL 35816, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison requires geotechnical engineering studies to be conducted on City Project 2023-019 Spencer Green (herein "the Project"); and

WHEREAS, the best interests of the City and its residents will be served by retaining a profession with experience such geotechnical studies; and

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: perform ground penetrating radar to locate existing utilities, identify shallow anomalies, perform two (2) two dimensional multichannel analysis of surface waters (MASW) to produce a shear wave velocity cross-section of subsurface materials of the depressions; perform two (2) electromagnetic induction (EMI) surveys to produce a plan-view map of conductivity levels; perform up to eight (8) boring holes; analyze and evaluate the results of geotechnical studies; and provide recommendations for repairs and/or mitigation efforts for the Project.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of

Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.
- I. By signing this contract, Consultant 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.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **seventeen thousand five-hundred fifty dollars (\$17,550.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly

detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00)

Umbrella/Excess Liability Insurance. The Consultant shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate per project.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
Engineering Department
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*John W. Corbell, P.E. COO
GTEC, LLC
4890 University Square, Suite 2
Huntsville, AL 35816*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so

limited.

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

GTEC, LLC

By: _____

Its: _____

Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

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

Given under my hand this the _____ day of August, 2023.

Notary Public



July 12, 2023

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

ATTN: Ms. Michelle Dunson, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study
Spencer Green Pavement
Madison, Alabama
GTEC Proposal No. 0998-P

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Madison, Alabama. Project information was provided by Ms. Michelle Dunson via emails between June 13 and 28, 2023. This proposal describes the site and presents a planned scope of services, fees, and anticipated schedule.

GTEC, LLC was established in 2020 with more than 60 years combined experience in geotechnical engineering, environmental consulting, and construction testing services. We value client relationships and strive to provide services for the development of successful projects.

PROJECT INFORMATION

GTEC, LLC understands the pavement has subsided on Spencer Green between Wall Triana Highway and Big Oak Lane. Pavement distress was observed following failure of the sanitary sewer near a manhole in 2015. The sanitary sewer and surrounding area were repaired. The area again experienced settlement in 2019, and foam injection was performed to raise site grades. Settlement was observed to continue in 2022 with rebar associated with previous repairs exposed in the pavement surface. The rebar has since been driven below the drive surface.

The area with current pavement distress is located where Mill Creek crossed the roadway bed prior to construction of the subdivision. The following photograph shows areas with depressions holding water.



Photograph 1



Description: Depressed areas on Spencer Green, facing east

SCOPE OF SERVICES

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for repair of the distressed area. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

Boring locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our boring locations be surveyed.

Field Activities

GTEC proposes to perform ground penetrating radar (GPR) to locate existing utilities and possibly identify areas with shallow anomalies. The findings of the GPR survey will be used to choose boring locations.

GTEC also proposes to perform two (2), two-dimensional multichannel analysis of surface waves (MASW) to produce a shear wave velocity cross-section of subsurface materials in the vicinity of the observed depressions. The findings of the MASW survey will be used to choose boring





locations. GTEC will need the city to obtain permission from the adjacent property owners for the north/south survey line location to be performed. The testing is non-destructive, and we plan to perform the survey line in what is expected to be a utility easement between the existing homes.

GTEC further proposes to perform two (2), Electromagnetic Induction (EMI) surveys to produce a plan-view map of conductivity levels in the upper 20 feet in the vicinity of the observed depression. The findings of the EMI survey will also be used to choose boring locations.








GTEC proposes to explore the subsurface conditions with up to eight (8) soil test borings during this study. Each boring will be advanced to depths of 15 to 30 feet, or auger refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

A member of our staff will supervise the drilling activities and visually classify the soil samples, in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

-  Natural Moisture Content (Soil), ASTM D2216
-  Atterberg Limits, ASTM D4318

Engineering Evaluation and Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

-  Our understanding of the planned project,
-  A summary of existing site conditions, site geology, and topography,
-  Findings of the geophysical surveys,
-  Records of field tests outlining the materials encountered at the test locations,
-  Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
-  Subgrade and pavement repair recommendations, and
-  Groundwater concerns, if encountered.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of \$17,550.00. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of



services. Final reports will be issued within seven to eight weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

AUTHORIZATION

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

Printed Name/Title

Company Name

Signature and Date

Billing Address

Accounts Payable Email Address

CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC

John W. Corbell, P.E.
Principal Engineer

Christopher S. Jones, P.E.
Principal Engineer

Attachments: General Terms and Conditions



General Terms and Conditions

The standard of care for all professional, geotechnical, and related services performed or furnished by GTEC, LLC (GTEC) under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GTEC makes no warranties, express or implied, under this Agreement or otherwise, in connection with GTEC's services. Interpretations and recommendations by GTEC will be based on information available to or developed by GTEC. Owner recognizes that subsurface conditions may vary from those observed at specific locations where borings, surveys, sampling, testing, or other Site explorations are made, and that Site conditions may change with time.

Neither Owner nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of GTEC's services. GTEC shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

GTEC may retain such Consultants as GTEC deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

GTEC shall be fully responsible to Owner for all acts and omissions of Consultants and other entities or individuals performing or furnishing any of the Geotechnical Services, just as GTEC is responsible for its own acts and omissions.

Subject to the standard of care set forth above, GTEC and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Compliance with Laws and Regulations, and Policies and Procedures:

1. GTEC and Owner shall comply with applicable Laws and Regulations.
2. GTEC shall comply with any and all policies, procedures, instructions, and Site access and restoration requirements that are applicable to Geotechnical Services and that Owner provides to GTEC in writing, subject to the standard of care set forth in these agreement, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to GTEC's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by GTEC after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

GTEC shall not be required to sign any document, no matter by whom requested, that would result in GTEC having to certify, guarantee, or warrant the existence of conditions whose existence GTEC cannot ascertain. Owner agrees not to make resolution of any dispute with GTEC or payment of any amount due to GTEC in any way contingent upon GTEC signing any such document.

GTEC shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall GTEC have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site (except with respect to GTEC's own services and those of its Consultants), nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

GTEC neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract.

GTEC shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by GTEC or its Consultants.

GTEC is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

GTEC's services do not include providing legal advice or representation.

GTEC's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

While at the Site, GTEC, its Consultants, and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's, and other safety programs of which GTEC has been informed.

Geotechnical Consultation during Construction Phase Services

1. GTEC shall be responsible only for those Geotechnical Consultation during Construction Phase services expressly required of GTEC in our signed agreement. With the exception of such expressly required services, GTEC shall have no design, submittal review, or other obligations during construction with respect to the Project's geotechnical aspects or otherwise, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other Construction Phase administrative, engineering, and professional services.



2. Notwithstanding the above, GTEC shall be responsible for any professional opinions and interpretations provided by GTEC to Owner, Engineer, or others during construction, including interpretations or clarifications of the Construction Contract Documents, and shall remain responsible for all other services performed or furnished under this Agreement.

Use of Documents

1. All Documents are instruments of service in respect to this Project, and GTEC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the GTEC) whether or not the Project is completed.
2. GTEC grants Owner and Engineer a license to use the Geotechnical Report and other Documents for any reasonable purpose, to include the Geotechnical Report and other Documents in Bidding Documents and Construction Contract Documents issued by Owner, and to furnish copies of the Geotechnical Report and other Documents to any third party at any time, without notice to or permission from GTEC, provided that Owner is in full compliance with the provisions of this Agreement governing payment for services rendered in preparing the Geotechnical Report and other Documents. GTEC waives any claim against Owner or Engineer with respect to any such use or furnishing of the Geotechnical Report and other Documents.
3. Owner may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. GTEC grants Owner, Engineer, and any design professionals retained by Owner or Engineer, a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by GTEC of full payment due and owing for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by GTEC, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by GTEC; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by GTEC, as appropriate for the specific purpose intended, will be at the user's sole risk and without liability or legal exposure to GTEC or its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents by Owner without written verification, completion, or adaptation by GTEC; and (4) such limited license shall not create any rights in other third parties.
4. If, in addition to performing the GTEC's services under this Agreement, GTEC at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate GTEC at rates or in an amount to be agreed upon by Owner and GTEC.

Electronic Transmittals

1. The Owner and GTEC may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
2. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and GTEC shall jointly develop such protocols.
3. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Limitation of Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GTEC and its officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, GTEC's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of GTEC or its officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000 or the total compensation received by GTEC under this Agreement, whichever is greater. Higher limits are available for an additional fee.

Insurance

1. GTEC shall procure and maintain insurance as set forth in Insurance. GTEC shall cause Owner and Engineer (if any) to be listed as additional insureds on any applicable general liability insurance policy carried by GTEC.
2. Owner shall procure and maintain insurance as set forth in Insurance. Owner shall cause GTEC and its Consultants to be listed as additional insureds on any general liability policies carried by Owner that are applicable to the Project.
3. If GTEC's services under this Agreement include Construction Phase services, and Owner requires Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, or other insurance deemed necessary to protect Owner's interests in the Project, then Owner shall further require Contractor to cause GTEC and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
4. Owner and GTEC shall each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates shall be furnished prior to commencement of GTEC's services and at renewals thereafter during the life of the Agreement.
5. All policies of property insurance relating to the Project, including any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against GTEC or its Consultants. Owner and GTEC waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and GTEC shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
6. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits, or obtain replacement coverage meeting the requirements of this Agreement.



7. At any time, Owner may request that GTEC or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by Owner, and if commercially available, GTEC shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

Suspension and Termination

1. Suspension:
 - a. By Owner: Owner may suspend GTEC's services under this Agreement for up to 90 days upon seven days written notice to GTEC.
 - b. By GTEC: GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay GTEC for invoiced services and expenses or in response to the presence of Constituents of Concern at the Site.
2. Termination: The obligation to provide further services under this Agreement may be terminated:
 - a. For cause,
 - i. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - ii. By GTEC:
 1. upon seven days written notice if Owner demands that GTEC furnish or perform services contrary to GTEC's responsibilities as a licensed professional; or
 2. upon seven days written notice if GTEC's services for the Project are delayed or suspended for more than 90 days for reasons beyond GTEC's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 3. GTEC shall have no liability to Owner on account of such termination.
 - iii. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but not exceed, 60 days after the date of receipt of the notice.
 - b. For convenience, by Owner effective upon GTEC's receipt of notice from Owner.
3. Effective Date of Termination: The terminating party under may set the effective date of termination at a time up to 30 days later than otherwise provided to allow GTEC to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
4. Payments Upon Termination
 - a. In the event of any termination, GTEC will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon receiving such payment, GTEC shall provide all Documents to Owner, which shall have the limited right to the use of all Documents, at Owner's sole risk.
 - b. In addition to invoicing for those items identified, in the event of termination by Owner for convenience or by GTEC for cause the GTEC shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in the agreement.

Controlling Law: This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

1. Owner and GTEC are hereby bound and the successors, executors, administrators, and legal representatives of Owner and GTEC (and to the extent permitted the assigns of Owner and GTEC) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor GTEC may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Unless expressly provided otherwise in this Agreement:
 - a. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or GTEC to: (a) any Constructor; (c) any other third-party individual or entity; or (d) to any surety for or employee of any of them.
 - b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and GTEC and not for the benefit of any other party. GTEC shall not be responsible for unreasonable interpretations or misuse of the Geotechnical Report or other Documents by third parties.
 - c. Owner agrees that the substance of the provisions shall appear in each Construction Contract between Owner and any Contractor.

Dispute Resolution

1. Owner and GTEC agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights under law.
2. If the parties fail to resolve a dispute through negotiation, then either or both may exercise their rights under law.

Environmental Condition of Site

1. Owner represents to GTEC that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to GTEC, exist at or adjacent to the Site.



2. If GTEC encounters or learns of an undisclosed Constituent of Concern at the Site, then GTEC shall promptly notify (1) Owner and (2) appropriate governmental officials if GTEC reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that GTEC's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If GTEC or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then GTEC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of GTEC's services under this Agreement, then the GTEC shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
6. Owner acknowledges that GTEC is performing professional services for Owner and that GTEC is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any activities or services under this Agreement.

Indemnification and Mutual Waiver

1. Indemnification by GTEC: To the fullest extent permitted by Laws and Regulations, GTEC shall indemnify and hold harmless Owner, Engineer, and their officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of GTEC or GTEC's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and GTEC in Limitations of Liability.
2. Indemnification by Owner: Owner shall indemnify and hold harmless GTEC, and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations, and to the extent (if any) required in Limitations of Liability.
3. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated, or required by the Prime Agreement.
4. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, GTEC, and all other negligent entities and individuals.
6. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and GTEC waive against each other, and the other's employees, officers, directors, members, partners, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

Records Retention

1. GTEC shall retain on file in legible form all boring logs, field data, laboratory test data, calculations, notes, and other records (including cost records) related to the Project for a period of five years following the completion or termination of services under this Agreement. Upon Owner's request, GTEC shall provide a copy of any such item to Owner at cost.
[Note to User: In some jurisdictions certain geotechnical data, such as well logs, may be subject to specific retention or filing requirements. Revise the requirement above if necessary to address local or state rules.]
2. Provisions regarding retention and disposition of rock and material samples (if any) are set forth in the agreement.

Invoices and Payments

GTEC shall prepare invoices in accordance with its standard invoicing practices. GTEC shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. Payment will be credited first to any interest owed to GTEC and then to principal. If Owner fails to make any payment due GTEC for services and expenses within 30 days after receipt of GTEC's invoice, then:

1. amounts due GTEC will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against GTEC for any such suspension.
3. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise GTEC in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to these terms.

Miscellaneous Provisions

1. Notices: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability: Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and GTEC, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of the Project.

RESOLUTION NO. 2023-247-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 the Heritage Station HOA (herein "Owner") and identified as Tract Two 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 26° 14' 33" W a distance of 879.53 feet to the POINT OF BEGINNING: said point being on the existing South Right-Way of Browns Ferry Road and 30.80 feet right of station 12+42.00; thence being a point of curvature of a nontangent curve to the right having a radius of 2897.93, a delta of 02° 20' 35", a chord bearing of S 41° 28' 45" E, and a chord distance of 118.50; thence continue along the arc of said curve and said South Right-of-Way a distance of 118.51 to the point of ending of said curve being 30.90 feet right of station 13+60.51; thence continue along said South-of-Way S 40° 59' 23" E a distance of 81.76 feet to a point being 30.70 feet right of station 14+42.07; thence leaving said South Right-of-Way S 20° 38' 33" W a distance of 23.09 feet to a point being 50.70 feet right of station 14+52.90; thence N 40° 59' 23" W for a distance of 93.03 feet to a point being 50.90 feet right of station 13+60.51; said point being the point of curvature of a tangent curve to the left having a radius of 2877.93, a delta of 02° 20' 35", a chord bearing of N 41° 19' 17" W, and a chord distance of 117.68; thence continue along the arc of said curve a distance of 117.69 to the point of ending of said curve being 50.80 feet right of station 12+42.00; thence N 47° 29' 56" E a distance of 20.00 feet back to the POINT OF BEGINNING.

The above-described tract contains 0.10 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 for **four thousand five hundred dollars (\$4,500.00)** 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 14th day of August 2023.

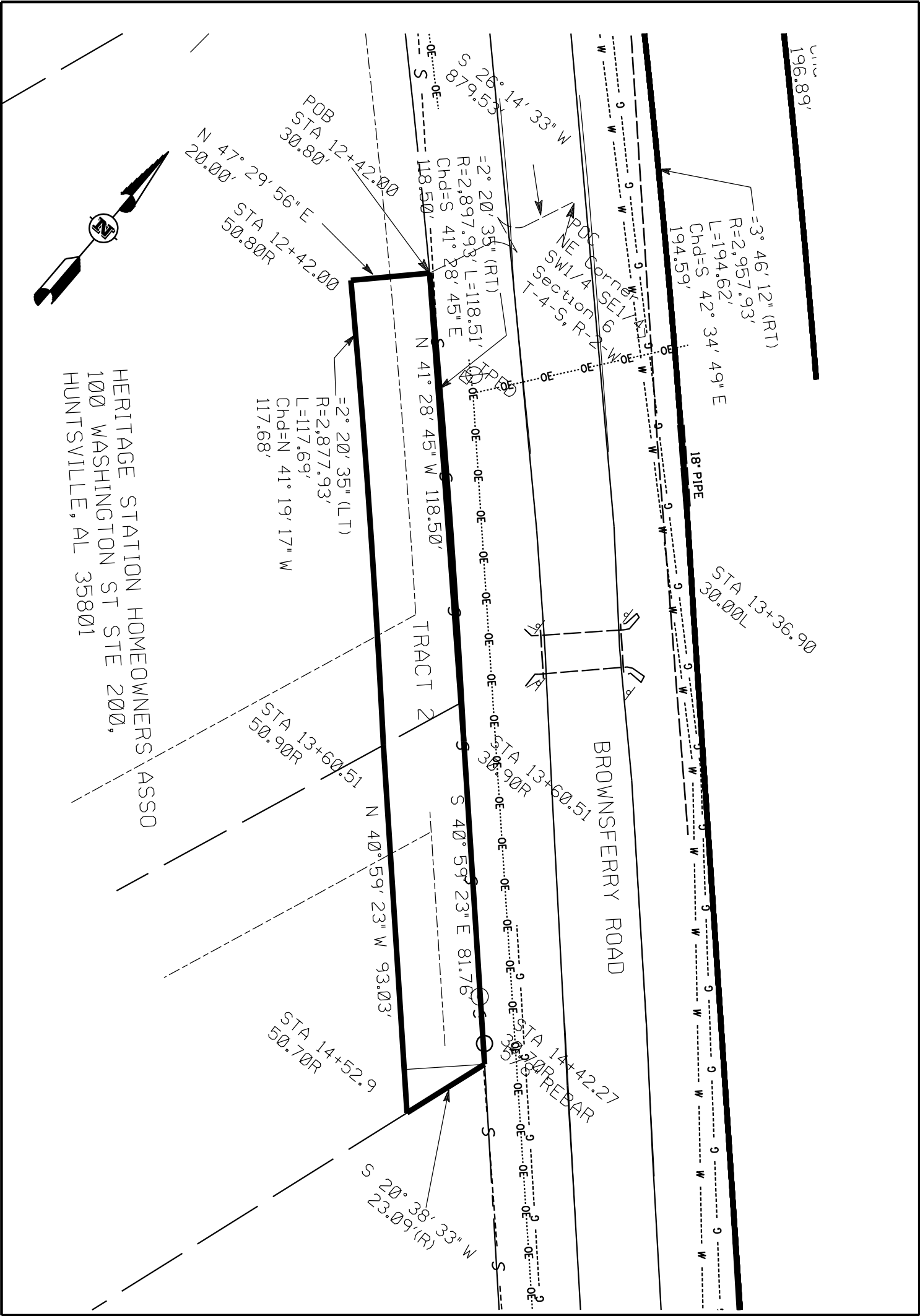
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2023.

Paul Finley, Mayor
City of Madison, Alabama



TRACT NO.

OWNER: Heritgace Home

TOTAL AREA: 6.98Acres

R/W REQUIRED: 0.10Acres

EASEMENT: 0.00Acres

REMAINDER: 6.88Acres

PROJECT. NO.: 22-0197

COUNTY: Madison

SCALE: 1"=30ft

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)	<u>WARRANTY DEED</u>
)	<u>FOR RIGHT-OF-WAY</u>
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 of four-thousand five hundred dollars (\$4,500) the undersigned **Heritage Station Homeowners Association** (herein referred to as **GRANTOR**) was paid in hand by the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**), the receipt of which is hereby acknowledged, and **GRANTOR** does hereby grant, bargain, sell, and convey unto the **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 26° 14' 33" W a distance of 879.53 feet to the POINT OF BEGINNING: said point being on the existing South Right-Way of Browns Ferry Road and 30.80 feet right of station 12+42.00; thence being a point of curvature of a nontangent curve to the right having a radius of 2897.93, a delta of 02° 20' 35", a chord bearing of S 41° 28' 45" E, and a chord distance of 118.50; thence continue along the arc of said curve and said South Right-of-Way a distance of 118.51 to the point of ending of said curve being 30.90 feet right of station 13+60.51; thence continue along said South-of-Way S 40° 59' 23" E a distance of 81.76 feet to a point being 30.70 feet right of station 14+42.07; thence leaving said South Right-of-Way S 20° 38' 33" W a distance of 23.09 feet to a point being 50.70 feet right of station 14+52.90; thence N 40° 59' 23" W for a distance of 93.03 feet to a point being 50.90 feet right of station 13+60.51; said point being the point of curvature of a tangent curve to the left having a radius of 2877.93, a delta of 02° 20' 35", a chord bearing of N 41° 19' 17" W, and a chord distance of 117.68; thence continue along the arc of said curve a distance of 117.69 to the point of ending of said curve being 50.80 feet right of station 12+42.00; thence N 47° 29' 56" E a distance of 20.00 feet back to the POINT OF BEGINNING.

The above-described tract contains 0.10 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 August 2023.

Warranty Deed
Heritage Station HOA
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 Leslie Warren, as designated representee of the Heritage Station Homeowner’s Association 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 August 2023.

Notary Public

RESOLUTION NO. 2022-255-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC.**

WHEREAS, on March 28, 2022, and pursuant to Resolution No. 2022-093-R, the City Council of the City of Madison, Alabama authorized the execution of a Professional Services Agreement with Barge Design Solutions, Inc. for professional construction, engineering, and inspections services for the ATRIP2-45-2020-327 project for Wall Triana Highway (herein "Project");

WHEREAS, on August 1, 2023, Barge Design Solutions, Inc. provided notice to the City that the Project had overrun the original budget, because (1) there was a 180-day procurement period for poles in which no progress could be made on the Project; and (2) utility conflicts were introduced after the initial design that included the introduction of a new drainage design; and

WHEREAS, Barge Design Solutions, Inc. now request that the operative professional services agreement be amended so that the total cost of the contract shall not exceed one hundred seventeen thousand two hundred and forty-four dollars (\$117,244.00).

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an Amended Professional Services Agreement with Barge Design Solutions, Inc., for professional construction, engineering, and inspections services for the ATRIP2-45-2020-327 project for Wall Triana Highway, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amended 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 Barge Design Solutions, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of August, 2023.

Paul Finley, Mayor
City of Madison, Alabama

AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and **Barge Design Solutions, Inc.** located at **200 Clinton Avenue West Suite 800, Huntsville, AL 35801**, hereinafter referred to as “Consultant.”

WITNESS TO:

WHEREAS, on March 28, 2022, and pursuant to Resolution No. 2022-93-R, the City Council of the City of Madison, Alabama authorized the execution of a Professional Services Agreement with Barge Design Solutions, Inc. for professional construction, engineering, and inspections services for the ATRP2-45-2020-327 project for Wall Triana Highway (herein “Project”);

WHEREAS, on August 1, 2023, Barge Design Solutions, Inc. provided notice to the City that the Project had overrun the original budget, because (1) there was a 180-day procurement period for poles in which no progress could be made on the Project; and (2) utility conflicts were introduced after the initial design that included the introduction of a new drainage design; and

WHEREAS, on August 1, 2023, Barge Design Solutions, Inc. explained they had spent thirty-six thousand (\$36,000) in excess of the original unbilled budget with only four thousand four hundred ninety eight dollars (\$4,498) spent in CMT services;

WHEREAS, Barge Design Solutions, Inc. now request that the operative professional services agreement be amended so that the total cost of the contract shall not exceed an additional one hundred seventeen thousand two hundred and forty-four dollars (\$117,244.00).

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: construction, engineering and inspection services on Project No. 19-047 for the Wall Triana Hwy from Graphics Drive to I-565.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed an additional one hundred seventeen thousand two hundred and forty-four dollars (\$117,244.00), payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide

any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

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

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

provide primary coverage as relates to other insurance carried by the City.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
Engineering Department
100 Hughes Road
Madison, AL 35758*

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

All notices to Consultant shall be addressed to:

Consultant Info

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be

construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

Barge Design Solutions, Inc.
Consultant

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF _____ §

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

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

Notary Public



August 1, 2023
Project No.: 3604304

Mr. Michael Johnson, PE
City Engineer
City of Madison
100 Hughes Road
Madison, AL 35758

RE: ATRIP ATRIP2-45-2020-327 Wall Triana Highway from Graphics Drive to I-565 (CE&I)

Dear Mr. Johnson,

As you are aware Barge Design Solutions, Inc. has exceeded its original CE&I budget for the captioned project. Please find included with this letter a request for supplemental budget to cover our costs to finish CE&I services for the project. A brief explanation of the need for additional budget follows. There are reports for everyday of our effort in CAMMS documenting our effort and activities.

The original scope of work was intended to cover 100 working days of construction. The reason for our overrun is related primarily to two key issues.

1. As you will recall, the contractor requested and was granted a 180 day procurement period for signal poles. During this time no progress was made in the field. However, Barge still had to continue daily work reports and diaries in CAMMS and project coordination/management to meet ALDOT project requirements
2. Utility conflicts that were introduced after design was completed have hindered progress. As you will also recall, a new waterline was installed without consideration to the completed drainage design. This change in conditions caused delays in progress by the contractor.

As of the date of this letter, Barge has spent \$36,000 above our original budget (unbilled) in good faith and in the interest of the project. Note that this only includes \$4,498 in costs for CMT services (22% of budget) which illustrates the lag in construction progress.

Also as of the date of this letter, there have been 63 days charged against contract time leaving 37 remaining days of work. Our supplemental request assumes 45 days of remaining effort to complete the work.

Please review the attached additional services agreement and the supporting documents. Reach out to me or Jeff Glass should you have any questions or need additional information.

Kind regards,

Barge Design Solutions, Inc.

Christopher J. Grace, PE, Project Manager
Vice President

c: Ms. Michelle Dunson, City of Madison
Mr. Jeff Glass, Barge

ADDITIONAL SERVICES AMENDMENT NUMBER 1

This amendment to the Professional Services Agreement dated August ____, 2023, between the City of Madison, Alabama (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: ATRIP2-45-2020-327 Wall Triana Highway from Graphics Drive to I-565

Project Description: CE&I Supplemental Services

- I. PROFESSIONAL SERVICES:** Barge agrees to perform the following additional services under this Amendment:

Continuation of Construction Engineering and Inspection services in accordance with ALDOT standard procedures for ATRIP 2 local projects. See attached estimates for itemized costs.

- II. COMPENSATION:** The compensation to be paid to Barge for providing the requested additional services shall be:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input checked="" type="checkbox"/>	Estimated Fee	\$	or Maximum Fee \$ <u>117,244</u>
<input type="checkbox"/>	Lump Sum	\$	

- III. TERMS AND CONDITIONS:** Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

City of Madison		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:	Paul Finley	Printed Name:	Christopher J. Grace
Title:	Mayor	Title:	Vice President
Address:	100 Hughes Road Madison, Alabama 35758	Address:	200 Clinton Avenue, Suite 800 Huntsville, Alabama 35801

Wall Triana-Madison, Alabama (ATRIP2-45-2020-327)						
CE&I COSTS FOR JUNE (BALANCE) AND JULY 2023						
Labor						
Staff	Title	Hrs/Day	Days	Direct Labor	OH Rate	Labor Cost
Curtis Underhill	SR. Inspector	8	30	\$33.87	1.1555	\$17,521.63
Curtis Underhill	SR. Inspector	1.5	30	\$50.81	1.1555	\$4,928.44
Raymond Canady	SR. Const. Manager	1	6	\$50.69	1.1555	\$655.57
Lydia Hale	Administrative Asst.	1	2	\$23.38	2.0939	\$144.67
Chris Grace	Project Engineer/PM	1	2	\$72.67	2.0939	\$449.67
Jeff Glass	Director CEI/PM	1	14	\$80.78	2.0939	\$3,498.95
					Total Direct Labor	\$11,280.11
				Profit	10%	\$2,719.89
				FCCM	0.61	\$68.81
					Total Labor Fee	\$29,987.64
Subconsultant	GTEC			\$4,284.00	1.05	\$4,498.20
Expenses						
Per Diem	Field Personnel			\$40.00		\$0.00
Mileage	Field Personnel		2200	\$0.655		\$1,441.00
	Office-Nashville			\$0.655		\$0.00
	Office-Huntsville			\$0.655		\$0.00
Shipping	Misc.			\$40.00		\$0.00
				Profit	10%	\$144.10
					Total Expenses	\$1,585.10
					Total Fee	\$36,070.94

Wall Triana-Madison, Alabama (ATRIP2-45-2020-327)						
ESTIMATED COSTS TO COMPLETE CE&I SERVICES						
Labor						
Staff	Title	Hrs/Day	Days	Direct Labor	OH Rate	Labor Cost
Justin Reliford	SR. Inspector	8	45	\$35.00	1.1555	\$27,159.30
Justin Reliford	SR. Inspector	1.5	45	\$52.50	1.1555	\$7,638.55
Raymond Canady	SR. Const. Manager	8	5	\$50.69	1.1555	\$4,370.49
Lydia Hale	Administrative Asst.	1	5	\$23.38	2.0939	\$361.68
Chris Grace	Project Engineer/PM	1	5	\$72.67	2.0939	\$1,124.17
Jeff Glass	Director CEI/PM	1	45	\$80.78	2.0939	\$11,246.64
					Total Direct Labor	\$21,105.45
				Profit	10%	\$5,190.08
				FCCM	0.61	\$128.74
					Total Labor Fee	\$57,219.65
Subconsultant	GTEC - Remaining Original CMT Services			\$15,168.00	1.05	\$15,926.40
	GTEC - Supplemental Work for Signal Pole			\$5,004.17	1.05	\$5,254.38
Expenses						
Per Diem	Field Personnel			\$40.00		\$0.00
Mileage	Field Personnel		60	\$0.655	45	\$1,768.50
	Office-Nashville		230	\$0.655	5	\$753.25
	Office-Huntsville			\$0.655		\$0.00
Shipping	Misc.			\$40.00		\$0.00
				Profit	10%	\$252.18
					Total Expenses	\$2,773.93
					Total Fee	\$81,174.36

RESOLUTION NO. 2023-270-R**RESOLUTION TO AWARD BID FOR
DOWNTOWN DRAINAGE IMPROVEMENT**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for improvements and construction of a drainage project; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project No. 2023-006 Invitation to Bid were opened and read on or about August 9, 2023, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff have informed the City Council that **Grayson Carter & Son Contracting, Inc.** have submitted a Bid for the Project, and this bidder is the lowest responsible and responsive Bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid's Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Grayson Carter & Son Contracting, Inc.** on behalf of the City;

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

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Grayson Carter & Son Contracting, Inc.** as the lowest responsible, responsive bidder in the Bid amount of one hundred fourteen thousand two hundred fifty-three dollars and thirteen cents (\$114,253.13.00), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Grayson Carter & Son Contracting, Inc.** of the City's intent to make such aware and are also

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

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

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

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

READ, PASSED AND ADOPTED this 14th day of August 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 August 2023.

Paul Finley, Mayor
 City of Madison, Alabama

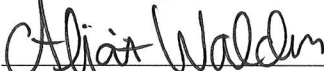


2023-006-ITB / Downtown Ditch Drainage Improvement
Issued July 19, 2023

BID TABULATION

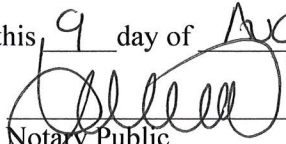
BIDDER NAME	Grayson Carter & Son Contracting, Inc.	Rogers Group, Inc.	Wiregrass Construction Company, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
TOTAL BASE BID	\$114,253.13	\$163,275.06	\$225,000.00

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


Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 9 day of August, 2023.




Notary Public

Bidder Pricing Sheet
2023-006-ITB / Downtown Ditch Drainage Improvement

ITEM	SPEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE) (APPROXIMATELY 1 ACRE)	1	LUMP SUM	\$ 7,768.90	\$ 7,768.90
2	600A-000	MOBILIZATION	1	LUMP SUM	\$ 22,119.47	\$ 22,119.47
3	206D-000	REMOVING PIPE	45	LINEAR FOOT	\$ 60.54	\$ 2,724.30
4	206D-030	REMOVING UTILITY LINES	9	LINEAR FOOT	\$ 79.22	\$ 712.98
5	206E-000	REMOVING HEADWALLS	1	EACH	\$ 444.19	\$ 444.19
6	210A-000	UNCLASSIFIED EXCAVATION	43	CUBIC YARD	\$ 11.05	\$ 475.15
7	210D-000	BORROW EXCAVATION	42	CUBIC YARD	\$ 68.00	\$ 2,856.00
8	214B-001	FOUNDATION BACKFILL, COMMERCIAL	37	CUBIC YARD	\$ 41.84	\$ 1,548.08
9	650A-000	TOPSOIL	80	CUBIC YARD	\$ 42.33	\$ 3,386.40
10	533A-099	24" STORM SEWER PIPE (CLASS 3 R.C.)	210	LINEAR FOOT	\$ 115.16	\$ 24,183.60
11	619A-032	24" ROADWAY PIPE END TREATMENT, CLASS 1 (TYPE HW-620)	1	EACH	\$ 2,722.93	\$ 2,722.93
12	621C-140	INLETS, OPEN THROAT	2	EACH	\$ 3,013.99	\$ 6,027.98
13	620A-000	MINOR STRUCTURE CONCRETE	1	CUBIC YARD	\$ 1,812.87	\$ 1,812.87
14	645A-508	6 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	18	LINEAR FOOT	\$ 135.30	\$ 2,435.40
15	645G-515	6 INCH SANITARY SEWER LATERAL CLEANOUT	2	EACH	\$ 3,021.42	\$ 6,042.84
16	645M-500	CONNECTION TO EXISTING MANHOLE	1	EACH	\$ 1,449.94	\$ 1,449.94
17	610D-003	FILTER BLANKET, GEOTEXTILE	388	SQUARE YARD	\$ 5.61	\$ 2,176.68
18	652A-100	SEEDING	0.2	ACRE	\$ 8,095.35	\$ 1,619.07
19	656A-010	MULCHING	0.2	ACRE	\$ 8,095.35	\$ 1,619.07
20	665A-000	TEMPORARY SEEDING	0.2	ACRE	\$ 9,909.45	\$ 1,981.89
21	665G-000	SAND BAGS	6	EACH	\$ 67.05	\$ 402.30
22	665J-002	SILT FENCE	40	LINEAR FOOT	\$ 21.57	\$ 862.80
23	665O-001	SILT FENCE REMOVAL	40	LINEAR FOOT	\$ 10.75	\$ 430.00
24	665P-005	INLET PROTECTION, STAGE 3 OR 4	2	EACH	\$ 402.27	\$ 804.54
25	665Q-002	WATTLE	48	LINEAR FOOT	\$ 14.04	\$ 673.92
27	680A-001	GEOMETRIC CONTROLS	1	LUMP SUM	\$ 2,971.83	\$ 2,971.83
28		CONTINGENCY	1	LUMP SUM	\$ 14,000.00	\$ 14,000.00
					Total:	\$ 114,253.13

Bidder Name: Grayson Carter & Son Contracting, Inc.

Address: 146 Roy Long Road W

City/State/Zip: Athens, AL 35611

I, Halston Carter, 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.

8-9-23
Date


Signature of Authorized Representative

A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN

WHEREAS, the City of Madison desires to modify the classification plan to reflect current needs of the City;

General Classification Plan:

- READ, APPROVED, and ADOPTED** this 14th day of August, 2023.

ATTEST:

APPROVED this 14th day of August, 2023.

Paul Finley, Mayor

RESOLUTION NO. 2023-263-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH EVERGREEN 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 Evergreen Solutions, LLC, for the purpose of conducting a classification and compensation study for the City of Madison, 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 Evergreen Solutions, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to engage Rice Advisory, LLC, to perform an independent financial analysis of proposals arising from the compensation study, pursuant to Rice Advisory's Professional Services Agreement dated March 1, 2021.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August, 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of August, 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Evergreen Solutions, LLC, located at 2528 Barrington Circle, Unit No. 201, Tallahassee, Florida 32308, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City is in need of a Classification and Compensation Study that will provide recommendations for an updated pay scale and job classification schedule for the City; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

Preparation of a Classification and Compensation study, such plan to be prepared according to the Consultant's proposal dated July 10, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.

- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- D. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- E. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- F. Throughout the term of this Agreement, Consultant shall provide City reasonable and

meaningful access via telephone and email to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

- G. Any and all information provided to Consultant by City, of the type normally available for the proposed Work, that has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the Scope of Work.

SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **forty-two thousand five hundred dollars (\$42,500)**, payable as services are rendered and invoiced to City in accordance with the task completion schedule detailed on Page 10 of Attachment A. Consultant is solely responsible for submission of detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant, and City shall be perpetually vested with full usage rights of the same.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION

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

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

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
Human Resources
100 Hughes Road
Madison, Alabama 35758*

With a copy to:

*City Attorney
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Dr. Jeffrey Ling
President
Evergreen Solutions, LLC
2528 Barrington Circle, Unit No. 201
Tallahassee, Florida 32308*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

Evergreen Solutions, LLC
Consultant

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF FLORIDA §
 §
COUNTY OF _____ §

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

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

Notary Public



Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

July 10, 2023

Ms. Megan Zingarelli
Personnel Director
City of Madison
100 Hughes Road
Madison, Alabama 35758

SUBMITTED VIA EMAIL: megan.zingarelli@madisonal.gov

Dear Ms. Zingarelli:

We appreciate the opportunity to submit a letter proposal to conduct a Classification and Compensation Study for the City of Madison. I have prepared a work plan outlining the tasks, activities, and milestones necessary to accomplish this study as well as a proposed timeline and cost. **Note:** Evergreen understands the City has approximately 400 employees that will be included in the study.

Detailed Work Plan

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the City of Madison (City).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Meet with the City's Project Manager (CPM) to discuss the following objectives:
 - understand the City's mission and current compensation philosophy (if any);
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables;

Task 2.0
Evaluate the Current
System

- establish an agreeable communication schedule.

1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.

1.3 Obtain relevant materials from the City, including:

- any previous projects, research, evaluations, or other studies that may be relevant to this project;
- organizational charts for the departments and divisions, along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), and classification system; and
- personnel policies and procedures.

1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City employees

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the City's existing compensation plan.

TASK ACTIVITIES

2.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems to be resolved.

2.2 Determine the strengths and weaknesses of the current pay plan(s).

2.3 Discuss any existing compression issues and possible resolutions.

2.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.



Task 3.0
Collect and Review
Current Environment
Data

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

- 3.1 Schedule and conduct employee orientation sessions.
- 3.2 Meet with department heads to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM to administer the Job Assessment Tool (JAT) and the Management Issues Tool (MIT). Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the City that may provide additional relevant insight.

KEY PROJECT MILESTONES

- JAT and MIT distribution
- Department head interviews
- Employee orientation sessions and focus groups

Task 4.0
Evaluate and Build
Projected
Classification Plan
and Make FLSA
Determinations

TASK GOALS

- Identify the classification of existing positions utilizing Evergreen Solutions' job evaluation system.
- Review JAT responses.



- Characterize internal equity relationships within the City.

TASK ACTIVITIES

- 4.1 Ensure that all draft class specifications have been provided to Evergreen by the CPM.
- 4.2 Review the work performed by each classification and score. Review includes evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped into pay grades. Spacing between jobs would be determined, and each classification would be assigned to a pay grade. Final decision on the minimums and maximums of the pay grades would be determined after the market data has been collected.
- 4.6 Develop recommendations of FLSA (exemption) status based on results of job evaluation (JAT) review and federal requirements.
- 4.7 Review recommendations with the CPM.

KEY PROJECT MILESTONES

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

TASK GOALS

- Identify positions to benchmark for the market salary survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary assessment.

TASK ACTIVITIES

- 5.1 Identify and review with the CPM the classifications that will be used as benchmarks for the market salary survey. **Note:** Evergreen will work with the CPM to select up to 80 classifications to serve as benchmarks for the market salary survey.

Task 5.0
Identify List of
Market Survey
Benchmarks and
Approved List of
Targets



- 5.2 Finalize the list of benchmark positions.
- 5.3 Review with the CPM up to 20 peer organizations that should be included in the market salary survey.
- 5.4 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Madison area;
 - economic and budget characteristics; and
 - other demographic data.
- 5.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data, including potential sources and weighting of secondary data, if necessary.
- 5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

Task 6.0 Conduct Market Salary Survey and Provide External Assessment Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss the questions to include in the survey with the CPM.
- 6.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.



Task 7.0
Develop Strategic
Positioning
Recommendations

- 6.4 Collect and enter survey results into Evergreen Solutions' electronic data analysis tools.
- 6.5 Validate all data submitted.
- 6.6 Develop summary report of external labor market salary assessment results.
- 6.7 Submit summary report of external labor market salary assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market salary assessment results

TASK GOALS

- Assess the appropriateness of the City's current compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary data collected in **Task 6.0**, as well as the classification data reviewed in **Task 4.0**, determine the proper pay plan for the City including number of grades, steps, and ranges.
- 7.3 Produce a pay plan for the City that best meets its needs from an internal equity and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

Task 8.0
Conduct Solution
Analysis

TASK GOALS

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.



- Produce several possible solutions for implementation.

TASK ACTIVITIES

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the organization as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Meet with the CPM to discuss the potential solutions.
- 8.5 Determine the best solution to meet the City's needs in the short-term and long-term.
- 8.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 9.0 Develop and Submit Draft and Final Reports

TASK GOALS

- Develop and submit a draft and final reports of the Classification and Compensation Study for the City of Madison.
- Present final report.

TASK ACTIVITIES

- 9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. The report will include any detailed costs associated with all recommendations as well as implementation strategies.
- 9.2 Submit the comprehensive draft report to the CPM for review and approval.
- 9.3 Make edits and submit necessary copies of the final report to the CPM.



**Task 10.0
Develop
Recommendations
for Compensation
Administration**

- 9.4 Present the final report, if requested.
- 9.5 Develop implementation database to communicate the process and progress of this project to the CPM.
- 9.6 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

TASK GOALS

- Develop recommendations for the continued administration by the City's staff to sustain the recommended compensation and classification structure.
- Provide training.

TASK ACTIVITIES

- 10.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, including recommendations and guidelines related to:
 - how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay and benefits;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.
- 10.2 Recommend recruitment/retention strategies, where appropriate.
- 10.3 Present recommendations to the CPM for review.



- 10.4 Finalize recommendations.
- 10.5 Provide instructional information/training to Human Resources staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

Task 11.0 Provide Updated Class Descriptions

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPM.

TASK ACTIVITIES

- 11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.
- 11.2 Discuss any necessary changes to the class description format with the CPM.
- 11.3 Update classification descriptions based on data gathered from the job evaluation process.
- 11.4 Create new class descriptions based on Evergreen's proposed classification structure by leveraging data from the job evaluation process, if available.
- 11.5 Recommend a systematic, regular process for reviewing job descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions as needed
- Recommendations for regular review of class descriptions



Cost and Timeline

Our total, not-to-exceed, fixed cost to complete all tasks in our detailed work plan is **\$42,500**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to the City to perform the requested work as most of the work can be performed virtually. Evergreen can conduct the Classification and Compensation Study in four months from the execution of a contract.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

We would love the opportunity to work with the City of Madison. If you have any questions or need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,



Dr. Jeffrey Ling, President
Evergreen Solutions, LLC



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 I, 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. 2023-241

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.

WHEREAS, on July 12 , 2023, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

STATE OF ALABAMA

COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneously herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of Ala. Code §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored

to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

STATE OF ALABAMA

COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 2** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the _____ day of _____, 2023.

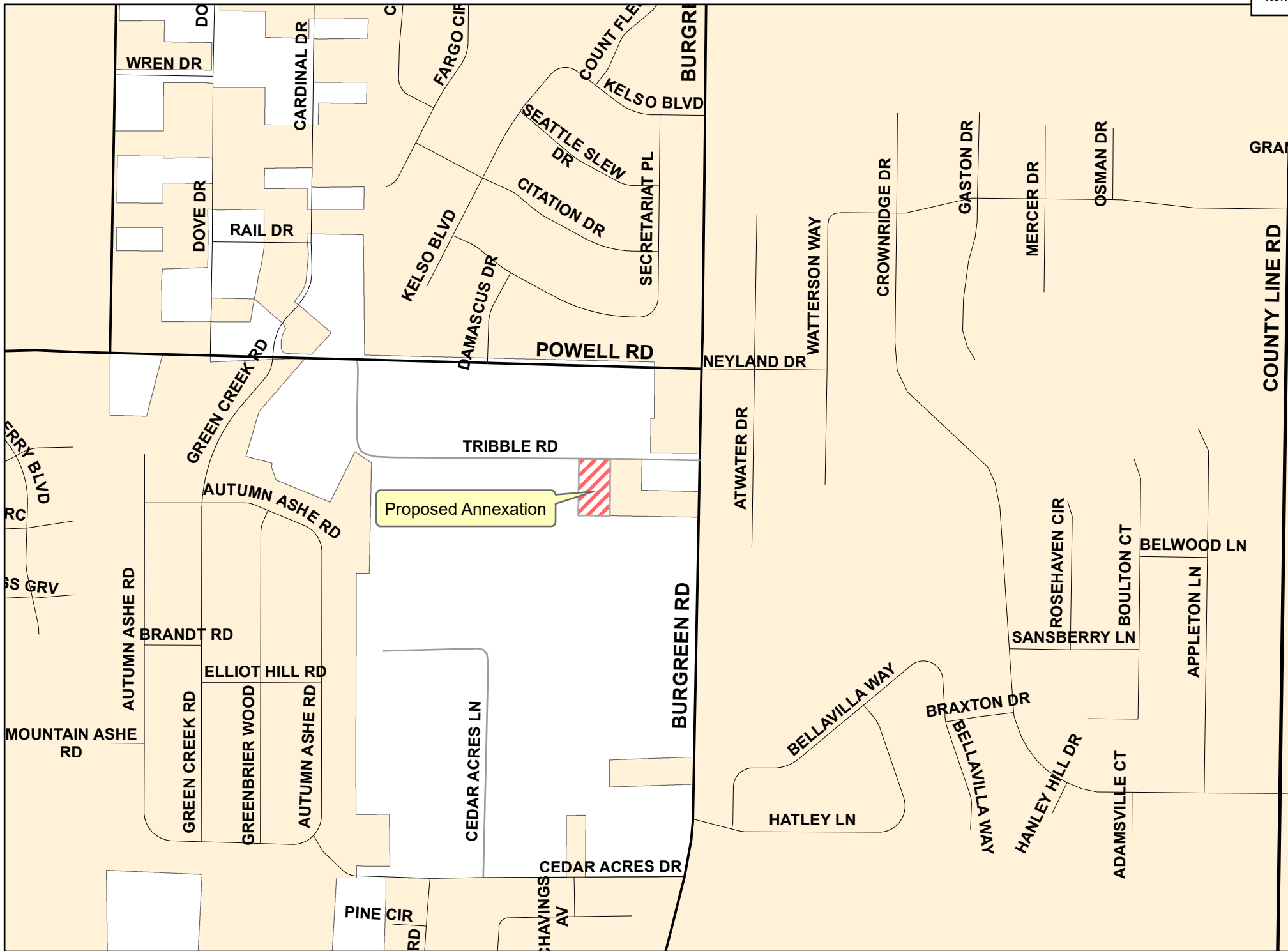
Ranae Bartlett, *Council President*
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2023.

Paul Finley, *Mayor*
City of Madison, Alabama



29396 Tribble Road Annex

RESOLUTION NO. 2023-242-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

Aaron Wall's request to zone property located South of Tribble Road, West of Burgreen Road to R-1A (Low Density Residential District) upon annexation, and

WHEREAS, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the zoning map of the City in accordance with said zoning request;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. A public hearing will be held by the City Council on September 25, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published for three consecutive weeks in the *Madison County Record*. The notice required by this subdivision shall be published in the legal section of the publication in standard form. In addition, the same notice shall be published one time in the regular section of the newspaper which notice shall be the form of at least a one-quarter page advertisement.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 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 14th day of August 2023.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on August 23, 2023

Attachment A

PROPOSED ORDINANCE NO. 2023-243

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A
(LOW DENSITY RESIDENTIAL DISTRICT).**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON,
ALABAMA, AS FOLLOWS:**

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1A (Low Density Residential District):

STATE OF ALABAMA
COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of _____, 2023.

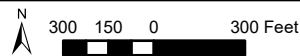
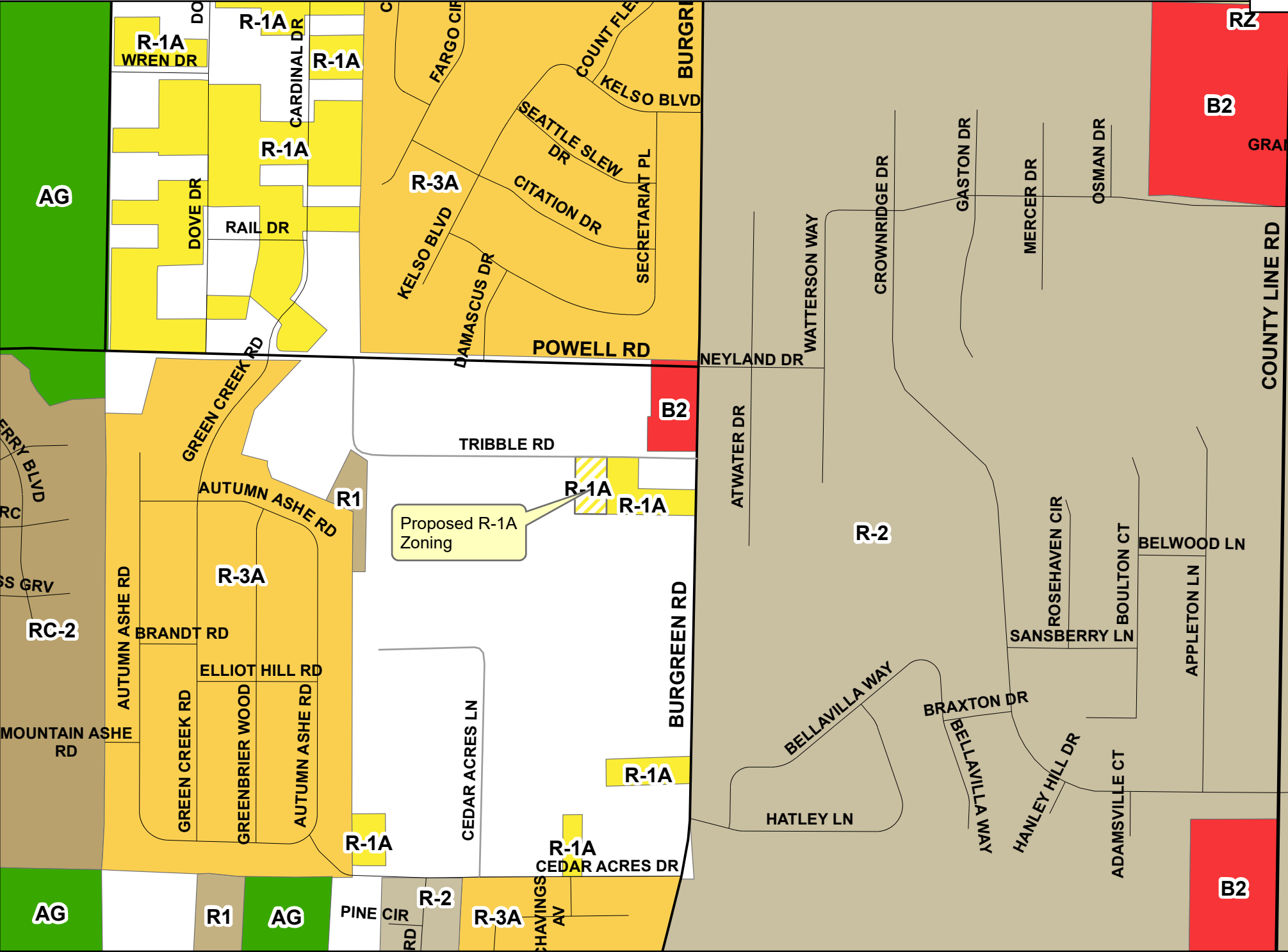
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Zoning R-1A

SYNOPSIS AND NOTICE OF PUBLIC HEARING
WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE
OF THE CITY OF MADISON

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-
 1A (MULTI-FAMILY RESIDENTIAL DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Aaron Wall, the City Council of the City of Madison, Alabama, will hold a public hearing on the 25th day of September, 2023, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

STATE OF ALABAMA
 COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23rd day of August, 2023.

DATED at Madison, Alabama, this 30th day of August, 2023.

Ranae Bartlett, Council President

City of Madison, Alabama

ORDINANCE NO. 2023-180

VACATION OF FLOODPLAIN EASEMENT LOCATED WITHIN COMMON AREA 4 AND LOTS 27, 65-82, AND 91-96 OF THE ACADIA AT ARLINGTON PARK SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Doublehead Properties, LLC**, requesting the vacation of floodplain easement located within Common Area 4 and Lots 27, 65-82 and 91-96 of Acadia at Arlington Park Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 ARLINGTON PARK AS RECORDED IN PLAT BOOK 29 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 277.44 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 01°14'38" WEST A DISTANCE OF 134.92 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 157.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 155.25 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 107.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 33.08 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 70.05', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF SOUTH 27°59'58" WEST , WITH A CHORD LENGTH OF 67.53', TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 152.88 FEET TO A POINT; THENCE SOUTH 25°02'40" WEST A DISTANCE OF 29.84 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 9.52 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 148.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 147.89 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.66', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF NORTH 36°52'40" WEST , WITH A CHORD LENGTH OF 71.64', TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 95.42 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 175.96 FEET TO A POINT; THENCE NORTH 10°54'48" WEST A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 105.79 FEET TO A POINT; THENCE NORTH 01°44'43" WEST A DISTANCE OF 73.43 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 93.58 FEET AND BACK TO THE POINT OF BEGINNING, SAID FLOODPLAIN EASEMENT CONTAINS 2.66 ACRES, MORE OR LESS.

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 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	§	<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 floodplain easement described below and does by these presents release, remise, quitclaim, and convey unto **Doublehead Properties LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described floodplain easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 ARLINGTON PARK AS RECORDED IN PLAT BOOK 29 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 277.44 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 01°14'38" WEST A DISTANCE OF 134.92 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 157.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 155.25 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 107.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 33.08 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 70.05', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF SOUTH 27°59'58" WEST , WITH A CHORD LENGTH OF 67.53', TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 152.88 FEET TO A POINT; THENCE SOUTH 25°02'40" WEST A DISTANCE OF 29.84 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 9.52 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 148.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 147.89 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.66', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF NORTH 36°52'40" WEST , WITH A CHORD LENGTH OF 71.64', TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 95.42 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 175.96 FEET TO A POINT; THENCE

*Quitclaim Deed
Acadia at Arlington Park, Floodplain VOE
Page 1 of 2*

NORTH 10°54'48" WEST A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 105.79 FEET TO A POINT; THENCE NORTH 01°44'43" WEST A DISTANCE OF 73.43 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 93.58 FEET AND BACK TO THE POINT OF BEGINNING, SAID FLOODPLAIN EASEMENT CONTAINS 2.66 ACRES, MORE OR LESS.

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

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

22

202

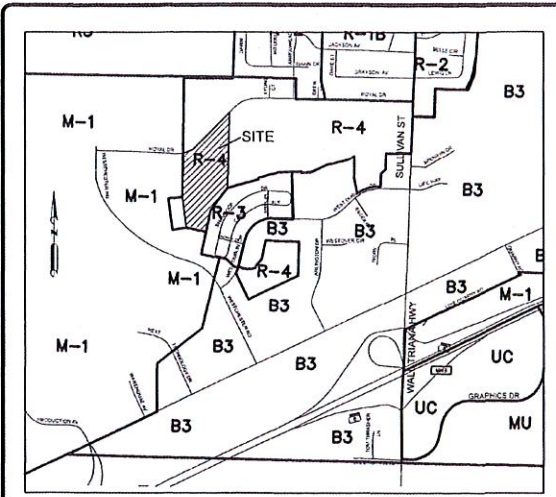
COUNTY OF MADISON

202

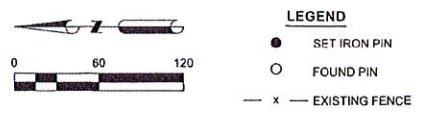
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who 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 August 2023.

Notary Public



SITE VICINITY MAP
1"=1200'



- NOTES:
1. THERE IS A 15.00' P.U.D.E. ALONG THE RIGHT-OF-WAY ON EACH LOT.
 2. DEED REFERENCE:
P.B. 910 PG. 233
LOWE-WINGTOWN INVESTMENTS LTD.
307 FRANKLIN ST
HUNTSVILLE, AL 35801
 3. SETBACKS ARE GOVERNED BY THE LATEST EDITION OF THE ZONING ORDINANCE.
 4. ZONING DISTRICT: R-4
 5. THERE ARE 1,965 L.F. OF PROPOSED STREETS AND 2.20 ACRES OF PROPOSED RIGHT-OF-WAY FOR THIS PHASE.
 6. THIS DEVELOPMENT IS 14.33 ACRES, 96 LOTS, AND 4 COMMON AREAS IN TRACT 1, WITH A TOTAL PROPERTY AREA OF 14.33 ACRES.
 7. THE SMALLEST LOT CONTAINS 3000.20 SQUARE FEET (0.07 ACRES).
 8. THIS DEVELOPMENT CONTAINS 3.89 ACRES OF OPEN AREA.
 9. ALL DRAINAGE DITCHES ARE TO BE CENTERED ON PROPERTY LINES UNLESS OTHERWISE SHOWN.
 10. ALL UTILITIES SHALL BE UNDERGROUND.
 11. IF ADVERSE CONDITIONS ARE UNCOVERED DURING CONSTRUCTION, THE CITY ENGINEER MAY REQUIRE MODIFICATION OF THESE PLANS TO THE EXTENT NECESSARY TO ASSURE COMPLIANCE WITH THE CITY'S CONSTRUCTION SPECIFICATIONS MANUAL.
 12. ALL LOTS SHALL BE GRADED SO THAT RUN-OFF WILL BE DIRECTED TO THE STREET OR TO DRAINAGE WAYS IN A DEDICATED EASEMENT.
 13. A FOUR FOOT CONCRETE SIDEWALK IS REQUIRED ALONG BOTH SIDES OF ALL STREETS WITHIN THE SUBDIVISION. ALL SUCH SIDEWALKS FRONTING COMMON AREAS MUST BE CONSTRUCTED WITH THE SUBDIVISION. SIDEWALKS ALONG ROYAL DRIVE MUST BE CONSTRUCTED WITH THE SUBDIVISION. INDIVIDUAL HOMEBUILDERS ARE REQUIRED TO CONSTRUCT REQUIRED SIDEWALKS ADJACENT TO THEIR SITE AS A CONDITION TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 14. SIDEWALK RAMP SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) SPECIFICATIONS WITH DETECTABLE WARNING PAVEMENT INLAYS.
 15. DRIVEWAYS SHALL BE PLACED SUCH THAT THE DRIVEWAY IS NOT WITHIN THE RADIUS OF ANY INTERSECTION, DOES NOT CONFLICT WITH INTERSECTION SIGHT DISTANCE, DOES NOT CONFLICT WITH ANY UTILITY, AND DOES NOT CONFLICT WITH ANY ACCESSIBILITY STRUCTURE.
 16. COMMON AREAS SHALL BE MAINTAINED BY THE OWNER OF RECORD AS LISTED IN THE MADISON COUNTY TAX ASSESSOR'S OFFICE.
 17. EACH RESIDENTIAL LOT SHALL HAVE NOT LESS THAN 300 SQUARE FEET OF YARD SPACE ADJACENT TO THE DWELLING AND SECURED AT SIX FEET ABOVE GROUND LEVEL FROM VIEW OF NEIGHBORING PROPERTIES OR ACCESS ROAD. SAID YARD SPACE SHALL BE EQUAL IN WIDTH TO THE DWELLING AND SHALL HAVE A MINIMUM DIMENSION OF NOT LESS THAN 12 FEET.
 18. NO LOT SHALL HAVE ACCESS TO ROYAL DRIVE.
 19. NO PRIVATE IMPROVEMENTS OR FENCES WILL BE ALLOWED WITHIN OPEN U&D EASEMENTS.
 20. 25' BUFFER STRIP ADJACENT TO ROYAL DRIVE IS RESERVED FOR SCREENING. THE PLACEMENT OF STRUCTURES HEREON IS PROHIBITED.
 21. FLOODPLAIN EASEMENT TO BE VACATED ONCE FINAL DETERMINATION ISSUED FOR FEMA CASE NUMBER 23-04-0738A.

Plat Book 2023 Page 3
Madison County, Alabama
From: B. 910 PG. 233
Recorded: 1/12/2023 10:12:54 AM
Tract: 323029
591.25

FLOODPLAIN EASEMENT:

STATE OF ALABAMA
COUNTY OF MADISON

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 ARLINGTON PARK AS RECORDED IN PLAT BOOK 29 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 27.44 FEET TO A POINT, THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 01°14'38" WEST A DISTANCE OF 134.92 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 157.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 155.25 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 107.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 33.08 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 70.05', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF SOUTH 27°59'58" WEST, WITH A CHORD LENGTH OF 67.53', TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 152.88 FEET TO A POINT; THENCE SOUTH 25°02'40" WEST A DISTANCE OF 29.84 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 9.52 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 148.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 147.89 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.66', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF NORTH 38°52'40" WEST, WITH A CHORD LENGTH OF 71.84', TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 55.42 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 175.96 FEET TO A POINT; THENCE NORTH 10°54'48" WEST A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 105.78 FEET TO A POINT; THENCE NORTH 01°44'43" WEST A DISTANCE OF 73.43 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 93.58 FEET AND BACK TO THE POINT OF BEGINNING, SAID FLOODPLAIN EASEMENT CONTAINS 2.66 ACRES, MORE OR LESS.

FLOOD PLAIN:

I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE AE, X, AND THE REGULATORY FLOODWAY AS SHOWN ON THE FEDERAL INSURANCE MAP (F.I.R.M.), COMMUNITY PANEL NUMBER 010890292E, DATED 10/02/2014.

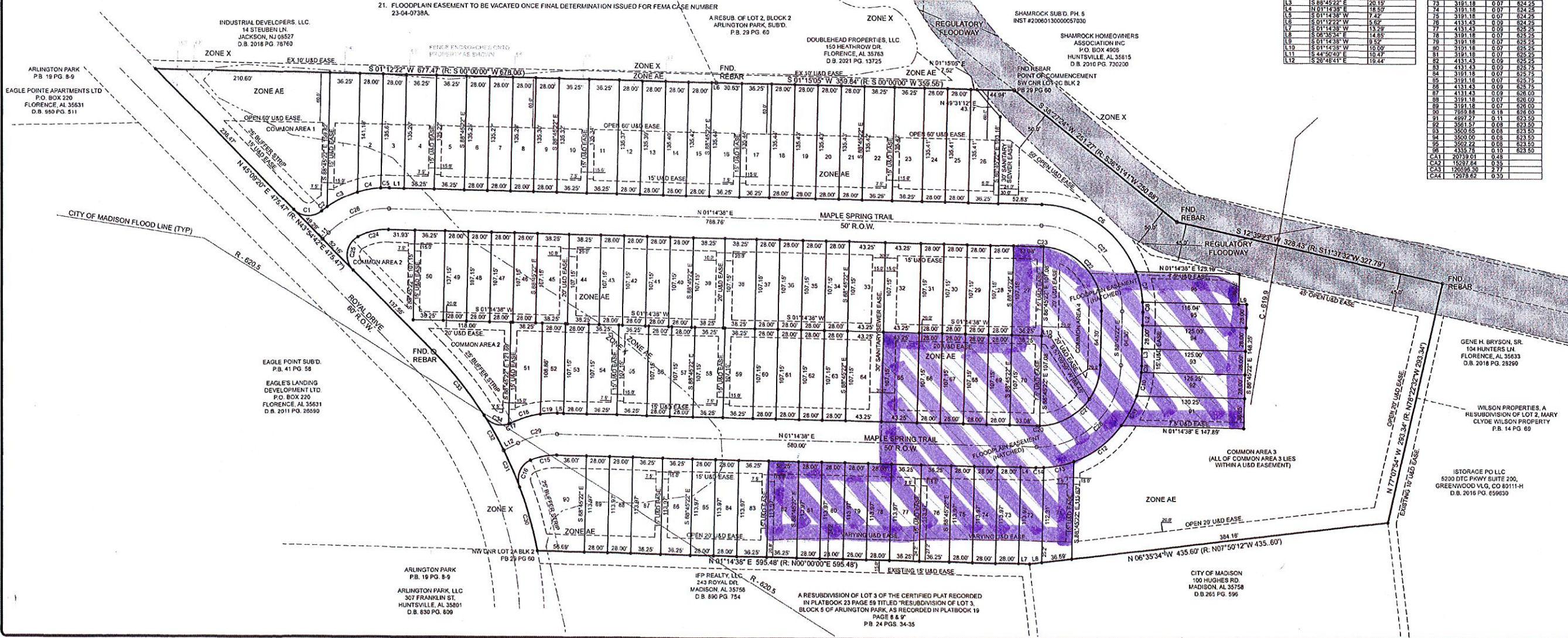
I HEREBY CERTIFY THAT PORTIONS OF THE PROPERTY AS SHOWN WERE REMOVED FROM FLOOD ZONE AE PER LOUW CASE NO. 98-04-1478A.

W. J. Hume
SURVEYOR OF RECORD
DATE: 12/15/22



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00	85.14	85.14	S 89°48'36" W	84°11'32"
C2	125.00	85.14	85.14	N 3°19'53" W	8°54'28"
C3	125.00	40.59	40.77	N 25°59'34" W	18°46'18"
C4	125.00	28.62	28.55	N 10°02'50" W	13°06'59"
C5	125.00	10.33	10.33	N 01°07'24" W	4°42'34"
C6	125.00	148.98	138.55	S 34°55'41" W	67°22'07"
C7	125.00	37.17	37.17	S 77°12'30" W	17°11'29"
C8	125.00	11.89	11.89	N 88°31'29" E	2°26'23"
C9	125.00	17.85	17.85	S 86°57'21" E	3°36'02"
C10	125.00	28.44	28.44	S 78°37'22" E	13°03'27"
C11	125.00	40.31	40.31	S 82°48'36" E	18°53'34"
C12	125.00	72.66	71.84	S 30°52'40" E	33°18'18"
C13	125.00	37.19	37.19	S 11°04'38" E	17°03'38"
C14	125.00	9.51	9.51	S 00°56'08" E	4°21'31"
C15	125.00	32.31	32.31	S 11°04'38" E	17°03'38"
C16	125.00	34.58	34.58	S 87°09'00" E	67°30'18"
C17	125.00	2.48	2.48	N 22°50'46" W	5°38'46"
C18	125.00	38.54	37.59	N 16°57'02" W	17°28'10"
C19	125.00	20.57	20.57	N 03°29'38" E	2°26'31"
C20	125.00	3.17	3.17	N 00°01'55" E	2°26'26"
C21	125.00	114.64	103.89	S 44°58'02" E	87°43'34"
C22	125.00	114.64	103.89	S 47°29'53" W	87°27'03"
C23	125.00	3.17	3.17	S 02°27'17" W	2°26'18"
C24	125.00	3.17	3.17	S 13°21'07" E	2°26'18"
C25	125.00	45.29	39.29	S 79°44'33" E	103°34'46"
C26	125.00	82.44	78.29	N 21°48'01" W	48°05'18"
C27	125.00	157.08	141.42	N 48°14'38" E	60°00'00"
C28	125.00	157.08	141.42	S 43°55'22" E	80°00'00"
C29	125.00	48.48	48.48	S 12°47'01" W	28°03'19"
C30	125.00	78.53	78.53	N 73°58'09" E	17°46'31"
C31	125.00	47.59	47.59	N 55°08'35" E	5°24'32"
C32	125.00	47.59	47.59	N 03°14'28" E	5°53'41"
C33	125.00	97.78	87.62	S 11°13'23" W	12°08'18"
C34	125.00	33.74	33.74	S 19°37'59" W	77°16'24"
C35	125.00	10.56	10.56	S 00°00'00" W	0°00'00"
C36	125.00	12.59	11.64	N 36°52'40" W	33°18'18"

LINE	BEARING	DISTANCE
L1	S 01°14'38" W	17.65
L2	N 88°45'22" W	16.15
L3	S 88°45'22" E	20.15
L4	N 01°14'38" E	18.59
L5	S 01°14'38" W	7.42
L6	S 01°12'22" W	5.62
L7	S 01°14'38" W	13.29
L8	S 08°35'34" E	14.85
L9	S 01°14'38" W	9.52
L10	S 01°14'38" W	10.00
L11	S 44°50'49" E	10.47
L12	S 26°48'41" E	19.44



LOT	SQ FEET	ACRES	MIN FFE
1	5410.00	0.11	528.00
2	3539.44	0.09	528.00
3	3769.78	0.09	528.00
4	4501.44	0.11	528.00
5	4502.26	0.11	528.00
6	3767.16	0.09	528.00
7	3767.16	0.09	528.00
8	3769.78	0.09	528.00
9	3769.78	0.09	528.00
10	4502.26	0.11	528.00
11	4502.26	0.11	528.00
12	3767.16	0.09	528.00
13	3767.16	0.09	528.00
14	3769.78	0.09	528.00
15	3769.78	0.09	528.00
16	4502.26	0.11	528.00
17	4502.26	0.11	528.00
18	3767.16	0.09	528.00
19	3767.16	0.09	528.00
20	3769.78	0.09	528.00
21	3769.78	0.09	528.00
22	4502.26	0.11	528.00
23	4502.26	0.11	528.00
24	3767.16	0.09	528.00
25	3767.16	0.09	528.00
26	4502.26	0.11	528.00
27	4502.26	0.11	528.00
28	3769.78	0.09	528.00
29	3769.78	0.09	528.00
30	3769.78	0.09	528.00
31	3769.78	0.09	528.00
32	3769.78	0.09	528.00
33	4502.26	0.11	528.00
34	4502.26	0.11	528.00
35	3769.78	0.09	528.00
36	3769.78	0.09	528.00
37	3769.78	0.09	528.00
38	4502.26	0.11	528.00
39	4502.26	0.11	528.00
40	3769.78	0.09	528.00
41	3769.78	0.09	528.00
42	3769.78	0.09	528.00
43	3769.78	0.09	528.00
44	4502.26	0.11	528.00
45	4502.26	0.11	528.00
46	3769.78	0.09	528.00
47	3769.78	0.09	528.00
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49	3769.78	0.09	528.00
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51	4502.26	0.11	528.00
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93	3769.78	0.09	528.00
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95	3769.78	0.09	528.00
96	3769.78	0.09	528.00
97	3769.78	0.09	528.00
98	3769.78	0.09	528.00
99	3769.78	0.09	528.00
100	3769.78	0.09	528.00

REVISIONS

1	711 E. HOBBS STREET, ATHENS, AL 35611
2	PHONE: (205) 897-4857
3	WWW.MORELLENGINEERING.COM

MORELL ENGINEERING

FINAL PLAT
of
ACADIA
AT ARLINGTON PARK

MORELL PROJECT NUMBER: 21-0138
SCALE: 1"=60'
DATE: 10/18/2022
DRAWN BY: WTM
CHECKED BY: WTM

CURT: DOUBLEHEAD PROPERTIES, LLC
100 HUGHES RD
FLORENCE, ALABAMA

SHEET NUMBER
1

ORDINANCE NO. 2023-246

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN LOT 3 OF HERITAGE HILLS – PHASE 1 SUBDIVISION**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Steve K. Chapman & Lacia R. Chapman, requesting the vacation of utility and drainage easement located within Lot 3 of Heritage Hills Subdivision Phase 1 and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF LOT 3 OF THE FINAL PLAT OF “HERITAGE HILLS – PHASE 1” AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND ALSO BEIGN LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEIGN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON PIN MARKING THE NORTHWEST OF LOT 3 OF HERITAGE HILLS – PHASE 1 AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 37 DEGREES 25 MINUTES 47 SECONDS EAST, 8.18 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 07 MINUTES 36 SECONDS EAST, 18.76 FEET TO A POINT; THENCE SOUTH 03 DEGREES 48 MINUTES 09 SECONDS EAST, 52.55 FEET TO A POINT; THENCE SOUTH 04 DEGREES 05 MINUTES 49 SECONDS EAST, 49.46 FEET TO A POINT; THENCE SOUTH 04 DEGREES 15 MINUTES 40 SECONDS EAST, 40.91 FEET TO A POINT; THENCE SOUTH 02 DEGREES 39 MINUTES 15 SECONDS EAST, 5.00 FEET TO A POINT THENCE SOUTH 49 DEGREES 15 MINUTES 25 SECONDS WEST, 38.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECONDS EAST, 177.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES (3,890 SQUARE FEET), MORE OR LESS.

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2023.

Paul Finley, Mayor
City of Madison, Alabama



SCALE: 1"=30'

EXHIBIT B

1

2

5.0' U & D
ESM'T
TO REMAIN

18.8'

5.0'

10' U&D ESM'T

EASEMENT VACATION
±0.09 A.C. (3,890 SQ. FT.)

3

OWNER OF RECORD
PEARSON HOMES, INC.
3058 LEEMAN FERRY ROAD
HUNTSVILLE, AL 35801
DB 2023 PG 10426

15' U&D ESM'T

BARKLEY CT.

5.0' 10' U&D ESM'T

4

38.6'



EASEMENT VACATION EXHIBIT
FOR LOT 3
FOR
HERITAGE HILLS PH 1
MADISON, ALABAMA

DATE	REVISION	DESCRIPTION	BY
05.24.23	-	EASEMENT VACATION	JCB

SHEET:

2 OF 2

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	<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 **Steve K. Chapman and Lacia R. Chapman** (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, Limestone County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF LOT 3 OF THE FINAL PLAT OF “HERITAGE HILLS – PHASE 1” AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND ALSO BEIGN LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEIGN MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON PIN MARKING THE NORTHWEST OF LOT 3 OF HERITAGE HILLS – PHASE 1 AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 37 DEGREES 25 MINUTES 47 SECONDS EAST, 8.18 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 07 MINUTES 36 SECONDS EAST, 18.76 FEET TO A POINT; THENCE SOUTH 03 DEGREES 48 MINUTES 09 SECONDS EAST, 52.55 FEET TO A POINT; THENCE SOUTH 04 DEGREES 05 MINUTES 49 SECONDS EAST, 49.46 FEET TO A POINT; THENCE SOUTH 04 DEGREES 15 MINUTES 40 SECONDS EAST, 40.91 FEET TO A POINT; THENCE SOUTH 02 DEGREES 39 MINUTES 15 SECONDS EAST, 5.00 FEET TO A POINT THENCE SOUTH 49 DEGREES 15 MINUTES 25 SECONDS WEST, 38.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECONDS EAST, 177.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES (3,890 SQUARE FEET), MORE OR LESS.

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

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

Notary Public

RESOLUTION NO. 2023-244-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH STERICYCLE, INC**

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 Stericycle, Inc., for the service of shredding, maintaining and disposing of confidential and/or protected materials, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Terms and Conditions," 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 Stericycle, Inc. in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August 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 August 2023.

Paul Finley, Mayor
City of Madison, Alabama



Standard Agreement
Effective Date 07.20.2023 between Stericycle, INC and Madison Police Department located at 100 Hughes Road, Madison, Alabama, 35758

Contract Entities: (Sold to) :

Customer/Company Name: Madison Police Department

Address 1: 100 Hughes Road

Address 2:

City / State / Zip: Madison, Alabama, 35758

Phone: 256-772-5618

Email: terrell.cook@madisonal.gov

Contact: Terrell Cook

Title:

Billing Information

Billing Contact/Company Name: Madison Police Department

Address 1: 100 Hughes Road

Address 2:

City / State / Zip: Madison, Alabama, 35758

Phone: 256-772-5618

Email: terrell.cook@madisonal.gov

Contact: Terrell Cook

Title:

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: Madison Police Department Address: 100 Hughes Road, Madison, Alabama, United States, 35758	REGULAR SERVICE ON-SITE (PAPER)	Every 4 Weeks	1 Each	\$ 80.00 minimum per pickup	N/A	API: 5% Months Until First Price Increase: 12	N/A	Metro Surcharge: \$ 0 Per Stop Recycling Recovery Cap: 0%
Account Name: Madison Police Department Address: 100 Hughes Road, Madison, Alabama, United States, 35758	TOTE-MEDIUM (64G/240L)	Every 4 Weeks	1 Each	\$ 20.00 per container Minimum include each	N/A	API: 5% Months Until First Price Increase: 12	N/A	Metro Surcharge: \$ 0 Per Stop Recycling Recovery Cap: 0%

Account Name: Madison Police Department Address: 100 Hughes Road, Madison, Alabama, United States, 35758	CONSOLE (STANDARD)	Every 4 Weeks	4 Each	\$ 15.00 per container Minimum include 2 each	N/A	API: 5% Months Until First Price Increase: 12	N/A	Metro Surcharge: \$ 0 Per Stop Recycling Recovery Cap: 0%
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Contract Effective Date: 07.20.2023
GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 07.19.2028

Stericycle:

Contracting Entity: Stericycle INC.
Name: Melissa Cole
Title:
Date: \d2\

Signature:

Customer:

Customer/Company: City of Madison, Alabama
Name: Paul Finley
Title: Mayor
Date: August _____ 2023

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, INC. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

ATTEST:

Lisa D. Thomas
City Clerk-Treasurer

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and Madison Police Department with offices at 100 Hughes Road, Madison, Alabama, United States, 35758 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 07/20/2023 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

Term of this Agreement. (a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term. (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law, if different) on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim. Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of

Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13.Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

During the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this

Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachments

Attachment: Service Compliance

REGULAR SERVICE | ON-SITE (PAPER)

TOTE-MEDIUM (64G/240L)

CONSOLE (STANDARD)

RESOLUTION NO. 2023-252-R**A RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF A WEATHER NOTIFICATION SYSTEM FOR DUBLIN AND PALMER PARKS**

WHEREAS, the City of Madison, Alabama seeks a comprehensive lightning prediction system to protect the security and safety of persons attending events at Dublin and Palmer Parks during potential storm events; and

WHEREAS Alabama Code Section 41-16-51(a) provides an exemption to the Alabama Competitive Bid Law for “[c]ontractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.”

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 purchase two lightning prediction systems to be installed in the Dublin and Palmer Parks, said document to be substantially similar in purpose, intent, and composition to that certain documents attached hereto and identified as “Quotation.” 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 Thor Guard, Inc., 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 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



Quotation

Date:	7/26/2022		
System Quote for :	City of Madison Parks and Rec.		
Attn:	Randy D'Herde	361-728-8447	tzinkie5119@bryan.edu
From:	Tim Beard	615-347-5180	
Dublin Memorial Park	Quantity	Selling Price	Optional Equipment
Thor Guard 360	1	\$17,200.00	
Annual upgrade and Data fee		\$1,500.00	
VOTBD 360 12 watt	1	\$5,460.00	
VOTRCFMS		\$4,600.00	
Solar Panel		\$475.00	
Strobe lights	2 @ (315.00 each)	\$630.00	
UPS line conditioner	1	\$390.00	
Tri Pods	3 @ (75.00 each)	\$225.00	
OPTIONAL EQUIPMENT AND INSTALLATION			
Installation Fee, Subject to site Inspection		\$6,090.00	
Shipping Estimate		\$600.00	
Notes: ThroServer & Thor TV is \$1,500./year			
Starting Day one lifetime updates to software			
TOTAL		\$37,170.00	\$0.00

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES

FREIGHT : FOB Sunrise, FL. (Prepaid and invoiced to customer)

10% Discount to VGM members on THOR GUARD manufactured products, if applicable.

QUOTATION VALID FOR 90 DAYS FROM ISSUE DATE.

Approved by (customer signature): _____

Date: _____



Quotation

Date:	1/20/2023		
System Quote for :	City of Madison Parks and Rec.		
Attn:	Randy D'Herde	361-728-8447	tzinkie5119@bryan.edu
From:	Tim Beard	615-347-5180	
Palmer Park	Quantity	Selling Price	Optional Equipment
Thor Guard 360	1	\$17,200.00	
Annual upgrade and Data fee		\$1,500.00	
VOTBD 360 12 watt	1	\$5,460.00	
VOTRCFMS	3 @ \$4600.00	\$13,800.00	
Solar Panel		\$475.00	
Strobe lights	4@ (315.00 each)	\$1,260.00	
UPS line conditioner	1	\$390.00	
Tri Pods	3 @ (75.00 each)	\$225.00	
OPTIONAL EQUIPMENT AND INSTALLATION			
Installation Fee, Subject to site Inspection		\$8,090.00	
Shipping Estimate		\$900.00	
Notes: ThroServer & Thor TV is \$1,500./year			
Starting Day one lifetime updates to software			
TOTAL		\$49,300.00	\$0.00

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES

FREIGHT : FOB Sunrise, FL. (Prepaid and invoiced to customer)

10% Discount to VGM members on THOR GUARD manufactured products, if applicable.

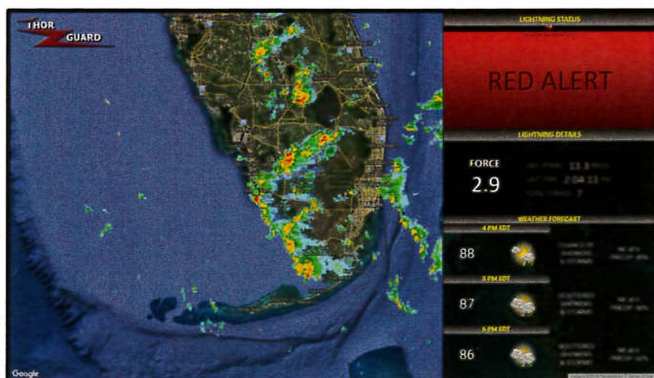
QUOTATION VALID FOR 90 DAYS FROM ISSUE DATE.

Approved by (customer signature): _____

Date: _____

THOR GUARD TG 360

LIGHTNING PREDICTION AND DETECTION - COMBINED!



THOR GUARD MODEL TG 360

THOR GUARD began manufacturing Lightning Prediction Systems in 1973. Over the years, we have studied millions of hours of Lightning Strike Data with over a billion hours of operations - all for the purpose of continually improving our unique Prediction and Detection Technology incorporating state-of-the-art hardware. THOR GUARD's ongoing goal is to continue creating and distributing the safest Lightning Warning Systems in the World and doing so with our own exceptional Designers, Engineers and Meteorologists!

THOR GUARD's New TG 360 sets an incredible level of Prediction And Detection Technology never seen before combining entirely new Detection Technology, faster Atmospheric Data Acquisition and proven algorithms for all Storm Predictions. Our team has created a System responding to the demands of our customers. THOR GUARD's most advanced technology ever for those who demand the best!

FEATURES

THOR GUARD 360 with Weather Station

- Atmospheric Sampling
 - Greater Than 170,000 Samples Per Second
- 50 Ms Decision Process Tree
- Output Voltage Analysis Range+/-70 Volts Minimum
- Triple Aspect Electrostatic Analysis For Predictions
- Electrostatic Lightning Detection
 - Providing Distance And Direction
- Lightning Detection Acquisition Time
 - Eight Millionths Of A Second
- Site-specific Severe Storm Prediction And Detection
- Site-specific Tornado Prediction And Detection
- Level One And Level Two Heat Index Alerts
- Wind Speed, Direction, Temperature, Humidity,
 - Solar Radiation Data
- ET Rates and Rainfall Measurements
- Gens (Guardian Emergency Notification System)
- 3 Year Warranty On THOR GUARD 360 Assembly
- Lifetime Software Upgrades
- Voice Of Thor Horn And Strobe Warning Systems
- New System Controlled By One
 - Or More 32 Bit Processors
- Three Strobe Light Options For Operations
 - (Lightning And Heat Index)
- Durable ASA Horn Structures,
 - Air Compressor Powered
- Solar Powered Remote Horns Controlled
 - By Proprietary THOR GUARD RF Systems
- Self Diagnostic LED Indicator Light- External
- Long Lasting Battery-typically Three To Five Years
- Solar Charging Or AC Power Options
- New Balanced Charging System
 - On All Voice Of Thor Units
- System Activation Automatic
 - Or Through Manual Remote Activation
- 2 Year Warranty All THOR GUARD VOT Products
- Designed And Manufactured In America

SELECTED SPECIFICATIONS

MODEL	THOR GUARD 360 (TG 360)
SAFETY SPECIFICATION	TUV (NTRL), CE
POWER REQUIREMENT	Voltage: 120-240 Volts AC, 50-60 Hz, Single Phase Power: 10A, 50 Watts
POWER SUPPLY	Ubiquiti Network's EdgeRouter POE Model Erpoe-5 48 Volt 1.25A Power Supply Safety Requirements; CE
ETHERNET CABLE	Alpha Wire P/n 7602F Outdoor Rated CAT5E Industrial Ethernet UL C-UL Type CM75C FT1 ANSI/TIA-568-C.2 CAT5E Verified CE ROHS (Sequential Footage Markings)
BASE MANAGEMENT SYSTEM	Windows 8 or Higher, 10 Preferred
SENSOR AND TG360 MODULE	5 Pounds 20 Inches High, 6 Inch Diameter
VOT COMM-LINK CABLE	Alpha CAT5E P/n 7602F (Outdoor Rated)
VOT HORN CABLE	General Cable 234600, 12 Awg Four Conductor
VOT HORN CLUSTER	ASA Dome and Mounting Plate Assembly Weight: 8 Pounds (Less Cable) Sound Output: 113 Db@ 10 Feet, 700 Yard 360 Degree Sound Dispersion (Adjustable)
STROBE LIGHTS	Amber Standard: Blue and White Optional Whelen 51 Series Caution and Warning (Lightning) OR Level 1 and Level 2 Heat Index Notifications Dimensions: 3.9" H, 5.2" D, Weight 1 Pound (Excludes Cable): West Penn Aq224. 18awg 2 Conductor
RF SPECIFICATIONS	Frequency: 27.255mhz Fsk Output Power: 4 and 12 Watts West Penn RG58/u Coaxial Ohm 95% Tinned Copper



Lightning Prediction
Sensor
(Maintenance Free)



VOT BD or VOT RC



VOT Horn



LED Strobe Light

Approvals: (UL) C(UL) Listed. FCC
Specifications and Features Subject to Change Without Notice

THOR GUARD, Inc. 1193 Sawgrass Corporate Parkway, Sunrise, FL 33323
 Tel 615.347.5180 Fax 615.807.3139 Email: TBeard@thorguard.com
www.thorguard.com

RESOLUTION NO. 2023-253-R**A RESOLUTION AUTHORIZING PURCHASE OF MATERIALS FOR
DOME COVER OF POOL**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to purchase materials from Arizon Building Systems needed for the dome cover of Dublin Park Pool, said Proposal to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting Proposal, the Mayor or his designee shall be hereby authorized for the entire term of the Propoosal 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 Arizon Building Systems in an amount not to exceed **fifteen thousand two hundred fifty dollars (\$15,250)**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of August 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of August 2023.

Paul Finley, Mayor
City of Madison, Alabama

Project: City of Madison, AL


 Date: 6/28/23 Proposal: QUO-011892 Rev:
 Serial #: A10243

PROPOSAL

SUMMARY

Thank you for the opportunity to provide you with our formal Proposal! We look forward to working with you on this project!

Buyer: City of Madison, AL Address: Dublin Park, 8234 Madison Pike Madison, AL 35758	Contact: Chris Lund Phone: 256-772-2560 Email: chris.lund@madisonal.gov
Seller: Arizon Structures Worldwide, LLC Address: 11880 Dorsett Rd. Maryland Heights, MO 63043	Contact: Wayne Sinnock Phone: 314-304-8972 Email: wsinnock@arizoncompanies.com

PRICING

COMPONENT	QTY/INCLUDED	DESCRIPTION	PRICE
T-Clip Anchor	2 ea	T-Clip Shroud Anchor 65-000100-01	\$65.33
Field Joint Clamp	70 ea	12" long w/ (2) 1/2" bolts, (2) washers, (2) nuts 61-000000-02	\$533.87
Field Joint Gasket	72 ft	Rubber Gasket 62-000000-38	\$62.40
AHU Anchors	6 ea	AHU Anchors 1/2" dia. x 4.50" 60-000000-17-22	\$82.24
Pool Tarp Fabric	10 yd	Pool Tarp Fabric PT-1861	\$40.00
Double Emergency Doors	1	Double Emergency Doors 61-000000-06	\$11,022.67
Shipping	Included	Shipping to site	\$3,443.49

TOTAL PRICE: \$15,250.00

*Plus Sales Tax, if applicable. If tax exempt, please send exemption form with signed Proposal.

All orders have a minimum of \$100,000. All orders under \$1,000 require payment by credit card prior to Arizon processing the order. Payment is due net 10 days from date of invoice, unless otherwise specified below.

PAYMENT TERMS:	50% down, Remainder due upon completion
PRICING & TAXES:	Prices are firm for 30 days from Proposal date. Prices do not include any duties, federal state or local sales/use taxes. Sales Tax will be added to Seller's Base Price if Buyer is not tax exempt. If exempt, please send a copy of your exemption form with the signed Proposal.
LEAD TIME:	Please consult Factory for scheduling and any special lead time requests.
SHIPPING:	FOB: Seller's Factory
TERMS & CONDITIONS OF SALE:	Incorporated by reference into this Buyer's Acceptance is Arizon's Terms and Conditions of Sale (see www.arizonbuildingsystems.com).

Acceptance of City of Madison, AL:

The Buyer referenced above authorizes Arizon to proceed with this order per this Proposal and Terms and Conditions of Sale incorporated herein. Upon acceptance of this ORDER by Arizon, after approval of this Proposal and Acceptance of Buyer's Credit Application, this Buyer's Acceptance is final and binding on Buyer.

Signature: _____

Print Name & Title: _____

Date: 6/28/23

Buyer's Accounting Contact:

Name: _____

Email: _____

 Page
 1 of 1

(800) 325-1303 | 11880 DORSETT ROAD, ST. LOUIS, MO 63043

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