



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
April 22, 2024

AGENDA NO. 2024-08-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 John Dees of CrossPointe Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-07-RG, dated April 08, 2024

7. PRESENTATIONS AND AWARDS

A. Library Operations update by Madison Friends of the Library

B. Proclamation by Mayor designating April 2024 as Child Abuse Prevention Month in the City of Madison, Alabama. Proclamation to be presented to National Children's Advocacy Center.

C. Proclamation by Mayor designating the week of May 5 - 11, 2024 as the 55th Annual Professional Municipal Clerks Week in the City of Madison, Alabama

D. Proclamation by Mayor designating May 2, 2024 as National Day of Prayer in the City of Madison, Alabama. Proclamation to be presented to Tammy Steinberg, National Day of Prayer Task Force

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. Resolution No. 2024-111-R: Authorizing the Mayor to enter into an agreement with the Board of Education for transportation services for Police Department Kids Camp 2024

C. Resolution No. 2024-113-R: Declaring duty weapon and badge issued to Detective Stacy Thomas as surplus and authorizing it be given to her upon retirement

D. Approval to accept MSC Donation from L. Tucker for \$30.00

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

A. Resolution No. 2024-90-R: Adopting an amended and revised annual operating budget for the City of Madison for the fiscal year beginning October 1, 2023 and ending September 30, 2024

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

A. Resolution No. 2024-114-R: Authorizing the archiving of the April 17, 2024, City Council Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

CITY CLERK

A. Resolution No. 2024-108-R: Authorizing the continuing levying of Ad Valorem Taxes in the City of Madison at existing rates

ENGINEERING

A. Resolution No. 2024-105-R: Authorizing Amendment No. 2 to Professional Services Agreement with Goodwyn Mills Cawood, LLC for Project No. 22-036 | Burgreen and Huntsville Browns Ferry Roundabout, for bid phase services (\$1,200 to be paid from Engineering Department budget)

- B. Resolution No. 2024-107-R:** Authorizing Amendment No. 1 to Professional Services Agreement with Somers Consulting Services, LLC for Project No. 24-008 | timing on County Line Road, to include "Supplemental Early Morning Counts" (\$300 to be paid from Engineering Department budget)
- C. Resolution No. 2024-109-R:** Authorizing an agreement with Nivens & Associates Appraisals, Inc. to perform the appraisal of a property for Project 23-021 | Kyser Blvd Greenway (amount not to exceed \$1,800, to be paid from Engineering Department budget)
- D. Resolution No. 2024-116-R:** Authorizing purchase of property from SWR Holdings, LLC for right of way and easements to City for the Browns Ferry Road and Burgreen Road Roundabout (\$157,212.00 to be paid from Engineering Budget)
- E. Resolution No. 2024-120-R:** Authorizing a Professional Services Agreement with GTEC, LLC to evaluate the vertical bearing and lateral cohesion of the foundation soils on Project 23-018 | Sunshine Oaks (amount not to exceed \$1,500, to be paid from Fund 38)

FACILITIES AND GROUNDS

- A. Resolution No. 2024-110-R:** Award of Bid No. 2024-005-ITB, Public Safety Annex - Demolition, to HRS Services, LLC (\$197,000 to be paid from Fund 38)

LEGAL

- A. Proposed Ordinance No. 2024-061:** Authorizing the acceptance of Ludie Richard Drive, currently a private road, to be dedicated as a public road to the City (First Reading)

PLANNING

- A. Resolution No. 2024-100-R:** Authorizing an amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for Toyota Field Four-story Clubhouse (\$1,745,500 to be paid from the Multi-Use Maintenance Fund Checking)
- B. Resolution No. 2024-093-R:** Authorizing an amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for Toyota Field (\$608,500 to be paid from the Multi-Use Maintenance Fund Checking)
- C. Resolution No. 2024-112-R:** Authorizing a Professional Services Agreement with Paragon Heritage, LLC, for the preparation of grant applications supporting the rehabilitation of the Farley-Wann House (\$800 to be paid from Wann House Reconstruction account)

RECREATION

- A. Resolution No. 2024-122-R:** Authorizing Change Order Number One to Bid Project No. 2023-009 | Ball Field Fencing to remove a weed barrier from the scope of the contract with Howell Fencing

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-07-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
April 8, 2024**

The Madison City Council met in regular session on Monday, April 08, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Minister Andrew Itson from Madison Church of Christ provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Deputy Revenue Officer Ivon Williams, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Public Works Kent Smith,

Public Attendance registered: Sean Magers, Rachel Homolak, Andrew Itson, Carissa Callan, Nargi Daly, Alice Lessman, Cristie Clark, Jocelyn Broer, Jennifer Coe, John Rankin, Travis Cummings

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-06-RG DATED MARCH 25, 2024

Council Member Shaw moved to approve Minutes No. 2024-06-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	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

APPROVAL OF MINUTES

MINUTES NO. 2024-03-WS DATED MARCH 27, 2024

Council Member Powell moved to approve Minutes No. 2024-03-WS. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION BY MAYOR DESIGNATING THE MONTH OF APRIL 2024 AS FAIR HOUSING MONTH IN THE CITY OF MADISON, AL. PROCLAMATION TO BE PRESENTED TO HAAR (HUNTSVILLE AREA ASSOCIATION OF REALTORS)

Members of HAAR appeared before Council and Council President Bartlett on behalf of Mayor Finley to accept the Proclamation designating the month of April 2024 as "Fair Housing Month in the City of Madison.

PROCLAMATION BY MAYOR FINLEY DESIGNATING THE MONTH OF APRIL 2024 AS NATIONAL VOLUNTEER MONTH IN THE CITY OF MADISON, AL. PROCLAMATION TO BE PRESENTED TO MADISON VISIONARY PARTNERS.

Members of MVP appeared before Council and Council President Bartlett on behalf of Mayor Finley to accept the Proclamation designating the month of April 2024 as "National Volunteer Month" in the City of Madison.

MADISON VISIONARY AWARDS FINALISTS AND WINNERS RECOGNIZED BY MADISON VISIONARY PARTNERS EXECUTIVE DIRECTOR MELANIE THORNTON

Madison Visionary Awards Finalists and winners were recognized by Madison Visionary Partners Executive Director Melanie Thornton.

- Volunteer of the Year -Sandy Weisner
- Philanthropic Businessperson of the Year- Alice Lessman
- Philanthropic Businessperson of the Year Finalist -Christie Clark
- Madison Visionary of the Year- John Rankin

LIBRARY OPERATIONS UPDATE BY MADISON FRIENDS OF THE LIBRARY

Rescheduled for April 22, 2024

PUBLIC COMMENTS

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

RACHEL HOMOLAK (DISTRICT 4)

Ms. Homolak appeared before Council to voice her concerns on the following items:

- Objections to the children’s book “Let’s Talk about It” found at the Huntsville, Madison County Library.
- Book bans

CARISSA CALLAN

Ms. Callan appeared before Council to voice her concerns on the following item:

- Concerned about the change in library books over the years
- Requesting a library section by age for children to have access to

JOCELYN BROER (DISTRICT 4)

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

- Asked for clarity on the appointed school board member selection
- Shared information on the complaint process through the library

MARGI DALY (DISTRICT 6)

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

- Objection to MVP
- Rice Advisory annual contract
- Professional service agreement with Taylor Properties
- Payments for the Professional architect services funds
- MOU with HH Health Emergency Medical Services
- Insurance concerns
- Objection to agreement change with Motorola Solutions
- Objection to the lease-purchase agreement for the Panasonic Toughbook's
- Everstead's gate objection

JENNIFER COE (DISTRICT 5)

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

- Resolution No. 2024-106-R-pertaining to Rice Advisory

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,647,271.05
Special General Operating Accounts	\$4,500.81
ADEM Storm Drainage	\$9,773.75
1/2 Cent Capital Replacement	\$66,249.38
Gasoline Tax & Petroleum Inspection fees	\$15,273.59
TVA Tax	\$2,796.68
Street Repair and Maintenance	\$1,434.51
Library Building Fund	\$4,003.14
Venue Maintenance	\$25,687.93

Regular and periodic bills to be paid

Resolution No. 2024-104-R: Acceptance of 1st party deductible recovered for Alabama Municipal Insurance Corporation Claim No. 059436AK for incident which occurred on March 3, 2023 (\$500.00 to be deposited into General Operating account)

Resolution No. 2024-106-R: Authorizing a contract with Rice Advisory, LLC for fiscal and financial advisory services.

Authorize the Engineering Department to solicit quotes for Project 24-015 | rewiring traffic signal for Wall Triana and I-565 eastbound off ramp

Authorization of final payment to S&ME for Project 18-022 | Widening Hughes Road from Plaza Boulevard to Millsford Drive - Invoice 1207608 (\$7,613.35 to be paid from Bond 2018-C GO Warrant)

Acceptance of Ambulance (VIN 1FDXE4FS2JDC23212) from Huntsville Hospital Health System Emergency Medical Services

Acceptance of a donation from M.C. Flurer in the amount of \$25.00.

Acceptance of a donation from Madison County Commissioner, District 2 - Steve Haraway in the amount of \$500,000.00 for the Community Center Renovations.

Council Member Shaw seconded. Council member Wroblewski thanked Commissioner Steve Haraway for the generous donation. The roll call vote to approve the Consent Agenda 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	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Absent

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Announced the opening of Place 8 on Madison City Disability Advocacy Board (MCDAB)

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Absent

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- Thanked the individuals for the public comments relating to the inappropriate children's library book

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Rescheduled work session April 17, 2024, at 5:30 p.m.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Commended the citizens that shared information on selected inappropriate library books
- Congratulated all the winners that won a volunteer award
- Beautification Board spring cleaning event
- Thanked Traci Gillespie for leading the Civic Awareness Academy
- Board of Education selection

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Thanked individuals for bringing forward the attention of Council regarding an inappropriate library book

BOARD/COMMITTEE APPOINTMENTS

Council Member Shaw nominated Tommy Overcash for re-appointment to Place 1 of the Board of Education. There being no further nominations, he was reappointed by acclamation.

Council Member Denzine congratulated Tommy Overcash for being re-appointed to Place 1 with the Board of Education. Council Member Denzine shared her appreciation for Mr. Overcash coming to the council meeting to show support. Council Member Wroblewski thanked the 15 people that applied and the 5 that were interviewed.

Council Member Wroblewski also stated the reason for her selection, stating it was based on Mr. Overcash's years of experience and his children and grandchildren being a part of the

school system. Council President Bartlett congratulated Mr. Overcash as well as thanking the Board of Education, Superintendent and Assistant Superintendent for their attendance.

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. 2024-102-R: REQUEST FOR AN ON-PREMISES BEER AND WINE LICENSE FROM ZHOU INC., DOING BUSINESS AS BANANA LEAVES, FOR THEIR LOCATION AT 9035 MADISON BOULEVARD, MADISON, AL 35758

Deputy Revenue Officer Ivon Williams informed the Council that this is a new request for this location and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from the Council. Council Member Shaw moved to approve Resolution No. 2024-102-R. Council Member Seifert seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

FACILITIES & GROUNDS

RESOLUTION NO. 2024-095-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TAYLOR PROPERTIES FOR MARKETING SERVICES FOR THE SALE OF 4182 SULLIVAN STREET PROPERTY

Council Member Seifert moved to approve Resolution No. 2024-095-R. Council Member Powell seconded. Council Member Shaw asked for clarification on the specifics of the sale of the property. Council Member Shaw asked if the city had investigated if the property would be sold

as residential or commercial. City Attorney Brian Kilgore stated that once the agreement is agreed upon by council the next step would be to engage with the real estate agent and work on the strategy. Council Member Wroblewski asked for clarification regarding the property and a potential buyer.

City Attorney Brian Kilgore stated that there was an interested buyer at one point, however once the appraisal was completed the buyer decided to not move forward with the level of the appraisal. Council President Bartlett asked for amplification regarding the information that will be pertained before the sale of the property. City Attorney Brian Kilgore explained that there is already an appraisal on hand, and it was appraised as a residential property, however; the purchaser or city would have to demolish the property to bring it into a current residential state. City Attorney Brian Kilgore stated the intent is to sale the property "as is".

Council Member Seifert shared that that the contract would return to the Council stating the terms before a final agreement is met. City Attorney Brian Kilgore clarified that the approval of the specific resolution only engages the real estate agents as far as terms, the amount offered, etc.

Council Member Shaw asked Director of Facilities and Grounds Gerald Smith if the residential property is rezoned as a commercial property would it be appraised differently. Director of Facilities and Grounds Gerald Smith shared that the information requested would have to be clarified with the appraiser. He stated that the property was appraised as residential not commercial. Council Member Wroblewski clarified that the firm selected would have the best zoning decision for the property.

City Attorney Brian Kilgore interjected and shared that Dustin Taylor specializes in commercial properties and he is handling the specific as a residential property, however he could go either way concerning the zoning selection. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2024-080-R: AUTHORIZING AN MOU WITH HH HEALTH EMERGENCY MEDICAL SERVICES FOR EMS AND PARAMEDIC SERVICES

Council Member Wroblewski moved to approve Resolution No. 2024-080-R. Council Member Denzine seconded. The Council thanked the partnership with HH Health Emergency Medical Services. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent

Council Member Teddy Powell	Aye
Council Member Karen Denzine	Aye
Council Member Ranae Bartlett	Aye
Council Member Greg Shaw	Aye
Council Member John Seifert	Aye

Motion carried.

LEGAL

RESOLUTION NO. 2024-101-R: AMENDING RESOLUTION NO. 2023-374-R TO CONFIRM THAT PAYMENTS FOR PROFESSIONAL ARCHITECT SERVICES ASSOCIATED WITH THE DESIGN/MANAGEMENT OF CONSTRUCTION OF THE PUBLIC SAFETY ANNEX CONTINUE TO BE ALLOCATED FROM ARPA FUNDS

Council Member Powell moved to approve Resolution No. 2024-101-R. Council Member Shaw seconded. Council Member Denzine asked for the dollar value amount of the funds going into the project. City Attorney Brian Kilgore stated that originally it was 5 million that was asked for, 4 million was spent and \$900,000 remaining available. City Attorney Brian Kilgore stated that \$60,000 has been spent on the design pursuant to the contract with the Architects. He stated he didn't have the exact figures for Council but that's the ballpark figures. Council Member Denzine asked for clarification concerning the \$60,000. City Attorney Brian Kilgore clarified that the resolution is to reiterate and make it as clear as possible. 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	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

POLICE

RESOLUTION NO. 2024-065-R: AUTHORIZING A CHANGE ORDER TO AN AGREEMENT WITH MOTOROLA SOLUTIONS TO INCLUDE YEARLY TRAINING FOR FLEX RECORDS MANAGEMENT SOFTWARE

Council Member Shaw moved to approve Resolution No. 2024-065-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	Absent

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-096-R: AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH IMPORT WRECKER FOR TOWING SERVICES

Council Member Powell moved to approve Resolution No. 2024-096-R. 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	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-099-R: AUTHORIZING THE LEASE PURCHASE OF 60 PANASONIC TOUGHBOOKS THROUGH TIPS COOPERATIVE PURCHASING AGREEMENT (CONTRACT NO. 230105) (\$342,299.01 TOTAL AMOUNT TO BE LEASED. TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2024-099-R. Council Member Powell seconded. Council Member Wroblewski asked if the current equipment was sellable. Police Chief Gandy reassured Council Member Wroblewski that the Fire Department is considering the equipment. 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 Karen Denzine	Aye
Council Member John Seifert	Aye
Council Member Greg Shaw	Aye
Council Member Connie Spears	Absent

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2024-103-R: AWARD OF BID NO. 2024-004-ITB, ASPHALT PAVING, TO ROGERS GROUP, INC. FOR THE UNIT PRICING SET FORTH IN THE BIDDER PRICING SHEET.

Council Member Wroblewski moved to approve Resolution No. 2024-103-R. Council Member Shaw seconded. Council President Bartlett asked if the Rogers Group was the one that had the bid before. Director of Public Works Kent Smith stated that it was not the same bidder. Council Member Denzine asked for the dollar amount of the bid. Director of Public Works Kent Smith shared that the amount won was \$3,639,427. Council Member Denzine requested information on what the money was being used for. Director of Public Works Kent Smith confirmed that the money was being used to pave roads. The vote was taken and recorded as follows:

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

Motion carried.

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	Absent
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 6:53 p.m.

Minutes No. 2024-07-RG, dated April 08th, 2024, read, approved, and adopted this 22nd day of April 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

**PROCLAMATION
CHILD ABUSE PREVENTION MONTH**

WHEREAS, the City Council and Mayor of the City of Madison, Alabama, wishes to honor the National Children’s Advocacy Center (NCAC) for their commitment to servant leadership and recognize their works in child abuse response and prevention as they raise awareness in the month of April for Child Abuse Prevention Month; and

WHEREAS, in 1985, Former Congressman Robert E. “Bud” Cramer (AL), who was then a District Attorney in Madison County, Alabama, saw the need to create a better system to help abused children. The social service and criminal justice systems, at the time, were not working together in an effective manner that children adding to the children’s emotional distress; and

WHEREAS, 1 in 10 Children will be sexually abused before the age of 18, 1 in 5 children are solicited sexually while on the internet, 20% of children who experience abuse are sexually abused before the age of 8, More than 90% of children are abused by a family member or someone they know and trust, and 80% of child sexual abuse victims delay disclosure of the abuse; and

WHEREAS, the NCAC serves as a model for more than 1,100 Children’s Advocacy Centers (CACs) operating in the US and more than 41 countries worldwide. The CAC model of a Multidisciplinary Team (MDT) approach, developed through the vision of Former Congressman Cramer and a group of key individuals, pulled together law enforcement, criminal justice, child protective services, and medical and mental health workers onto one coordinated team; and

WHEREAS, the NCAC Training Center trains thousands of people each year, from the United States and around the world on how to recognize and support maltreated children. The NCAC trained more than 23,000 child abuse response professionals from all 50 states and 9 countries in 2023 and more than 300,000 professionals from more than 100 countries since 1985; and

WHEREAS, the NCAC through the work of its Client and Family Services, Professional Services and Multidisciplinary Team serve as a beacon of hope for thousands of child abuse victims every year

NOW, THEREFORE,

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

APRIL 2024

as

CHILD ABUSE PREVENTION MONTH

in the City of Madison, Alabama and encourage the citizens of this great community to show that they care by committing themselves to supporting the right of all children to live a life free from sexual and physical abuse.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 22nd day of April, 2024.

Paul Finley, Mayor



PROCLAMATION

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

WHEREAS, the office of the Professional Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and

WHEREAS, the office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, the office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk

NOW, THEREFORE,

I, Paul Finley, Mayor of the city of Madison, do hereby proclaim the week of

MAY 5 – 11, 2024

as

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

in the city of Madison, Alabama, and further extend appreciation to our City Clerk-Treasurer Lisa Thomas, her staff, and all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 22nd day of April, 2024.

Paul Finley, Mayor

**PROCLAMATION
NATIONAL DAY OF PRAYER**

WHEREAS, The 73rd observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme “Lift Up the World”, based on 2 Samuel 22:29-31 which says “For you are my lamp, O Lord, and my God lightens my darkness. For by You I can run against a troop, and by my God I can leap over a wall. This God – his way is perfect; the word of the Lord proves true; He is a shield for all those who take refuge in Him”; and

WHEREAS, A National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved as a Joint Resolution, “That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation in churches, in groups and as individuals”; and

WHEREAS, The United States Congress, in 1988 by Public Law 100-307, as amended, establishes, “An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated,”; and

WHEREAS, Leaders and citizens of our communities, cities, states and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and

WHEREAS, Recognizing the love of God, we, citizens of Madison, treasure the freedom to gather in prayer, exercising reliance on God’s power in the face of present challenges and threats, asking for His blessing on every individual of our city

NOW, THEREFORE,

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

May 2, 2024

as

NATIONAL DAY OF PRAYER

in the City of Madison, Alabama and I commend this observance to all of our citizens.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 22nd day of April, 2024.

Paul Finley, Mayor

RESOLUTION NO. 2024-111-R

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE CITY OF MADISON
BOARD OF EDUCATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Transportation Agreement" to provide buses for Police Department Kids Camp to be held June 12, 2024 through June 27, 2024; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and the Mayor or his designee shall be hereby authorized 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 fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**City of Madison Board of Education
Transportation Agreement
with
The City of Madison**

This agreement is made between the City of Madison Board of Education (hereinafter “MCS”) and City of Madison (hereinafter “Customer”).

1. **Term:** The term of this Agreement will begin on June 12, 2024, and end on June 27, 2024.

2. **Scope of Services to be provided:** MCS will provide transportation services to Customer using MCS buses driven by MCS bus drivers during the term of this agreement for the following event or purposes: transportation services for Madison Police Department Kids Camp 2024

- June 12, 2024 (Wednesday) 11:00 am – 3:00 pm
- June 20, 2024 (Thursday) 8:30 am – 12:00 pm
- June 27, 2024 (Thursday) 8:00 am – 12:00 pm

Destination(s): James Clemens High School to Cook’s Museum of Natural Science, 133 4th Avenue NE, Decatur AL and return to James Clemens High School
Number of buses and drivers: 2 buses and 2 drivers

3. **Compensation for Service:** Customer will pay MCS for services provided on the following basis:

\$20.00 per hour per bus and driver provided per route.

4. **Other Terms Applicable to Services under this Agreement:**

\$3.50 per mile and per bus

5. **Payment:** Payment of all invoices issued under this Agreement shall be due upon receipt and shall be delinquent after thirty (30) days. A late fee of Fifty Dollars (\$50.00) shall be applied to all invoices unpaid after thirty (30) days and for each additional thirty (30) days thereafter as long as the invoice remains unpaid.

6. **Indemnification:** Customer indemnifies and holds the Board harmless for any negligent or intentional act or omission of the City of Madison, its employees or agents, in any manner connected with the Police Department Summer Day Camp and

provision of the referenced transportation service, including but not limited to the Customer’s responsibility to provide adequate security and traffic direction, parking assistance, assistance with loading or unloading of passengers on buses, or other services related to this event. The obligation to indemnify shall survive the termination of this Agreement.

7. **Immigration Compliance:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.

9. **Notices:** All notices under this Agreement shall be given as shown below:

10. Customer: Attn: Paul Finley, Mayor
Madison Municipal Complex
101 Hughes Road
Madison, AL 35758

City of Madison Board of Education: Attn: Dr. Ed Nichols, Superintendent
Madison City Schools
211 Celtic Drive
Madison, AL 35758

dated this _____ day of _____, 2024.

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____

ATTEST: Paul Finley, Mayor

Lisa D. Thomas, CMC
City Clerk-Treasurer

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols, Superintendent

RESOLUTION NO. 2024-113-R

DECLARING POLICE BADGE AND DUTY WEAPON ISSUED TO DETECTIVE STACY THOMAS AS SURPLUS AND AUTHORIZING THEY BE GIVEN TO HER UPON HER RETIREMENT

WHEREAS, the City of Madison owns personal property (formerly used by the Police Department) for which the City has no continuing need upon the retirement of Detective Stacy Thomas, such property consisting of the following items used by Detective Stacy Thomas:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	Glock 17 Serial BGYC788 Weapon
One (1)	Gold Detective Badge

and

WHEREAS, it is the desire of the City Council and the City of Madison to declare said personal property to be surplus and to direct that said property be given to the named individual upon her retirement from the City of Madison on April 30, 2024.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of April 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-90-R

A RESOLUTION TO ADOPT THE AMENDED ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON, ALABAMA, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AND DECLARING THAT THE SAME SHALL CONSTITUTE THE AMENDED ANNUAL OPERATING BUDGET OF THE CITY OF MADISON, ALABAMA, FOR SAID FISCAL YEAR

WHEREAS, the City Council of the City of Madison adopted its Fiscal Year 2024 Annual Operating Budget on September 25, 2023, by Resolution No. 2023-235-R; and

WHEREAS, the Mayor, City Council Finance Committee, and the Finance Department have made a thorough review of said operating budget and have prepared revisions to the annual operating budget to reflect changes in the beginning resources, revenues, other financing sources, expenditures, and other financing uses essential for the City of Madison since the date the operating budget was adopted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in a regular session as follows:

- A. That Sections 1 and 2 of Resolution No. 2023-235-R adopting the Annual Operating Budget of the City of Madison for Fiscal Year 2024 hereby be repealed and in substitution thereof, the following Sections 1 and 2 adopted:
 - 1. That the Fiscal Year 2024 Amended Annual Operating Budget Document provides for the appropriation of total Beginning Resources, Estimated Revenues, and Other Financing Sources as follows:

A. General Fund	\$75,364,468
B. Special Revenue Funds	\$68,223,701
C. Debt Service Fund	\$19,834,000
 - 2. That the Fiscal Year 2024 Amended Annual Operating Budget Document provides for the appropriation of total Expenditures and Other Financing Uses as follows:

A. General Fund	\$75,364,468
B. Special Revenue Funds	\$68,223,701
C. Debt Service Fund	\$19,834,000
- B. All other provisions of Resolution No. 2023-235-R shall remain in full force and effect.

READ, APPROVED, AND ADOPTED this 22nd day of April 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

SIGNED this _____ day of April 2024

Paul Finley, Mayor
City of Madison, Alabama

**GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2024 Mid-Year Budget**

DATE: 2024-03-20

Description	Audited Actuals 9/30/22	Unaudited Actuals 9/30/2023	2024 Initial Budget	Actuals as of 1/31/24	FY 2024 Mid-Year Budget			
					Department Requested	Mayor Proposed	Finance Comm Proposed	Council Adopted
REVENUES								
Taxes	\$ 36,405,889	\$ 42,536,164	\$ 39,202,973	\$ 18,232,343	\$ 40,219,473	\$ 40,419,473	\$ 40,419,473	\$ -
Licenses and Permits	6,842,028	7,318,374	6,823,100	2,475,644	6,783,100	6,783,100	6,783,100	-
Intergovernmental	41,985	4,057,964	-	17,795	17,795	17,795	17,795	-
Charges for Services	2,798,524	2,924,949	2,417,255	1,020,698	2,411,255	2,741,784	2,741,784	-
Fines	700,202	1,044,031	825,000	320,548	800,000	800,000	800,000	-
Investment Earnings	155,256	1,157,773	800,000	289,051	800,000	800,000	800,000	-
Contributions and Donations	355,110	97,738	-	505,588	505,588	505,588	505,588	-
Other Revenues	737,065	1,762,588	796,050	102,450	743,050	743,050	743,050	-
TOTAL REVENUES	48,036,059	60,899,581	50,864,378	22,964,117	52,280,261	52,810,790	52,810,790	-
OTHER FINANCING SOURCES								
Transfers In & Sale of Fixed Assets	4,610,056	623,661	862,243	4,673,734	4,839,343	4,839,343	4,839,343	-
TOTAL OTHER FINANCING SOURCES	4,610,056	623,661	862,243	4,673,734	4,839,343	4,839,343	4,839,343	-
TOTAL REVENUES AND OTHER FINANCING SOURCES	52,646,115	61,523,242	51,726,621	27,637,851	57,119,604	57,650,133	57,650,133	-
EXPENDITURES								
010 - General Services	9,445,724	11,803,237	6,705,560	7,409,220	10,957,924	11,238,324	11,238,324	-
020 - Police Department	8,913,129	9,495,394	12,342,517	3,741,233	13,007,937	12,696,952	12,696,952	-
030 - Public Works Department	3,469,944	4,026,992	5,169,448	1,746,558	6,186,928	6,086,928	6,086,928	-
040 - City Clerk Department	373,520	414,507	485,631	143,943	495,394	495,394	495,394	-
050 - Parks & Recreation Department	3,981,365	5,000,187	6,690,472	1,369,202	6,920,564	6,375,800	6,375,800	-
060 - Fire & Rescue Department	6,560,218	7,772,548	8,644,030	2,865,635	8,901,946	8,901,946	8,901,946	-
070 - Planning / Economic Development Department	653,634	642,400	1,129,859	249,164	1,129,515	1,129,515	1,129,515	-
080 - Court Clerk Department	1,181,543	1,453,283	1,944,186	477,275	1,970,164	1,970,164	1,970,164	-
090 - City Council	198,420	196,451	299,796	54,099	299,796	299,796	299,796	-
100 - Finance Department	620,086	681,650	755,355	297,503	782,190	782,190	782,190	-
120 - Human Resources Department	5,665,274	6,247,100	7,596,877	2,322,380	7,624,968	7,624,968	7,624,968	-
130 - Mayor's Office	371,832	436,698	606,163	180,758	606,163	608,963	608,963	-
140 - Revenue Department	249,772	253,133	239,493	62,738	260,240	260,240	260,240	-
150 - Engineering Department	1,856,927	5,394,130	7,558,729	940,454	8,065,029	6,365,029	6,365,029	-
160 - Senior Center Division	380,064	371,459	515,207	134,021	544,254	544,254	544,254	-
170 - Buildings & Ground Control	-	-	2,228,428	397,649	2,285,451	1,981,708	1,981,708	-
180 - Information Technology Department	932,909	936,297	1,065,585	515,809	1,281,395	1,281,395	1,281,395	-
190 - Legal Department	463,268	538,545	580,201	173,616	580,201	580,201	580,201	-
200 - Building Services Department	1,043,182	1,065,341	960,835	263,407	990,701	990,701	990,701	-
TOTAL EXPENDITURES	46,360,811	56,729,352	65,518,372	23,344,664	72,890,760	70,214,468	70,214,468	-
OTHER FINANCING USES								
Transfers Out	677,500	5,874,200	5,150,000	4,450,000	5,150,000	5,150,000	5,150,000	-
TOTAL OTHER FINANCING USES	677,500	5,874,200	5,150,000	4,450,000	5,150,000	5,150,000	5,150,000	-

**GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2024 Mid-Year Budget**

DATE: 2024-03-20

Description	Audited Actuals 9/30/22	Unaudited Actuals 9/30/2023	2024 Initial Budget	Actuals as of 1/31/24	FY 2024 Mid-Year Budget			
					Department Requested	Mayor Proposed	Finance Comm Proposed	Council Adopted
TOTAL EXPENDITURES AND OTHER FINANCING USES	47,038,311	62,603,552	70,668,372	27,794,664	78,040,760	75,364,468	75,364,468	-
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) TOTAL EXPENDITURES AND OTHER FINANCING USES	5,607,804	(1,080,310)	(18,941,751)	(156,813)	(20,921,156)	(17,714,335)	(17,714,335)	-
FUND BALANCE - BEGINNING OCT 1	27,176,622	32,784,426	31,704,116	31,704,116	31,704,116	31,704,116	31,704,116	-
ASSIGNED - (15% of total revenues - by Ordinance)	7,896,917	9,228,486	7,758,993	4,145,678	8,567,941	8,647,520	8,647,520	-
UNASSIGNED	24,887,509	22,475,630	5,003,372	27,401,625	2,215,019	5,342,261	5,342,261	-
FUND BALANCE - SEPTEMBER 30	\$ 32,784,426	\$ 31,704,116	\$ 12,762,365	\$ 31,547,303	\$ 10,782,960	\$ 13,989,781	\$ 13,989,781	\$ -
<i>Fund Balance as percent of Estimated Revenues and Other Financing Sources</i>	62.27%	51.53%	24.67%	60.99%	18.88%	24.27%	24.27%	#DIV/0!

SPECIAL REVENUE FUNDS
 FY 2024 Mid-Year Budget
 SUMMARY
 Part 1 of 2

Description	Storm Water User Fee Fund #11	1/2 cent Sales Tax Capital Replacement Fund #12	1/2 cent Sales Tax Neighborhood Repaving Fund #13	Gas Tax Fund #20	TVA Tax Fund #22	FORBEARANCE Street Repair & Maintenance Fund #29	Town Madison Cooperative District #37	General Capital Improvement Fund #38	Library Fund #70
REVENUES									
TVA Tax Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -
Motor Fuel (Gas Taxes)	-	-	-	2,577,595	-	-	-	-	-
Property Taxes - 1/2 mil (for library)	-	-	-	-	-	-	-	-	565,000
Property Taxes - 5 1/2 mil (for debt)	-	-	-	-	-	-	-	-	-
Property Taxes - Town Madison Cooperative District	-	-	-	-	-	-	319,564	-	-
Sales Taxes - 1/2 cent - General Obligation Debt	-	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Passed 2013	-	1,281,250	1,281,250	-	-	-	-	-	-
Sales Taxes - 2 Cent - Shoppes of Madison	-	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Shoppes of Madison	-	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013	-	-	-	-	-	-	-	-	-
Sales Taxes - Town Madison Cooperative District	-	-	-	-	-	-	3,020,241	-	-
Sales Taxes - Venue	-	-	-	-	-	-	-	-	-
Liquor Taxes - Venue	-	-	-	-	-	-	-	-	-
Liquor Taxes - Town Madison Cooperative District	-	-	-	-	-	-	333,856	-	-
Lodging Taxes - Venue	-	-	-	-	-	-	-	-	-
Lodging Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	-
Business Licenses	-	-	-	-	-	-	-	-	-
Venue Operations Revenue	-	-	-	-	-	-	-	-	-
Fines	-	-	-	-	-	-	-	-	-
Intergovernmental (Grants)	-	435,454	-	-	-	-	-	988,000	-
Storm Water Fees	330,000	-	-	-	-	-	-	-	-
Investment Earnings	7,500	7,500	7,500	100,000	30	2,000	13,500	65,000	12,000
Contributions and Donations	-	320,000	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	50,000	-	-	-
TOTAL REVENUES	337,500	2,044,204	1,288,750	2,677,595	80,030	52,000	3,687,161	1,053,000	577,000
OTHER FINANCING SOURCES									
Transfers In	-	1,143,595	250,000	150,000	-	-	-	17,020,000	650,000
TOTAL OTHER FINANCING SOURCES	-	1,143,595	250,000	150,000	-	-	-	17,020,000	650,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	337,500	3,187,799	1,538,750	2,827,595	80,030	52,000	3,687,161	18,073,000	1,227,000
EXPENDITURES									
General Administration	-	-	-	-	52,000	-	1,500	-	1,178,823
Police Department	-	-	-	-	-	-	-	-	-
Public Works Department	-	-	-	1,317,500	-	95,000	-	-	-
Fire Department	-	-	-	-	-	-	-	-	-
Engineering Department	346,260	-	1,253,000	360,000	-	-	-	-	-
Senior Center	-	-	-	-	-	-	-	-	-
Capital Outlay	-	3,303,129	-	-	-	-	-	29,270,000	-
TOTAL EXPENDITURES	346,260	3,303,129	1,253,000	1,677,500	52,000	95,000	1,500	29,270,000	1,178,823
OTHER FINANCING USES									
Transfers Out	-	-	-	-	28,030	-	3,484,457	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING USES	-	-	-	-	28,030	-	3,484,457	-	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	346,260	3,303,129	1,253,000	1,677,500	80,030	95,000	3,485,957	29,270,000	1,178,823
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)	(8,760)	(115,330)	285,750	1,150,095	-	(43,000)	201,204	(11,197,000)	48,177
TOTAL EXPENDITURES AND OTHER FINANCING USES	(8,760)	(115,330)	285,750	1,150,095	-	(43,000)	201,204	(11,197,000)	48,177
BEGINNING FUND BALANCE - OCTOBER 1	534,020	638,530	910,848	5,010,648	546	46,551	2,306,720	7,639,250	316,977
ENDING FUND BALANCE - SEPTEMBER 30	\$ 525,260	\$ 523,200	\$ 1,196,598	\$ 6,160,743	\$ 546	\$ 3,551	\$ 2,507,924	\$ (3,557,750)	\$ 365,154

SPECIAL REVENUE FUNDS
 FY 2024 Mid-Year Budget
 SUMMARY
 Part 2 of 2

Description	General Obligation Bond Collection Fund #71	Multi-Purpose Venue Capital Maintenance Fund #73	Municipal Court Fund #74	Multi-Purpose Venue Bond Collection Fund #75	Municipal Government Capital Improvement Fund #76	Federal Forfeiture Fund #77	State Forfeiture Fund #80	CPR Fund #82	TOTAL FY 2024 INITIAL BUDGET
REVENUES									
TVA Tax Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Motor Fuel (Gas Taxes)	-	-	-	-	-	-	-	-	2,577,595
Property Taxes - 1/2 mil (for library)	-	-	-	-	-	-	-	-	565,000
Property Taxes - 5 1/2 mil (for debt)	6,100,000	-	-	-	-	-	-	-	6,100,000
Property Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	319,564
Sales Taxes - 1/2 cent - General Obligation Debt	5,250,000	-	-	-	-	-	-	-	5,250,000
Sales Taxes - 1/2 Cent - Passed 2013	2,750,000	-	-	-	-	-	-	-	5,312,500
Sales Taxes - 2 Cent - Shoppes of Madison	1,930,361	-	-	-	-	-	-	-	1,930,361
Sales Taxes - 1/2 Cent - Shoppes of Madison	482,589	-	-	-	-	-	-	-	482,589
Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013	241,293	-	-	-	-	-	-	-	241,293
Sales Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	3,020,241
Sales Taxes - Venue	-	-	-	640,403	-	-	-	-	640,403
Liquor Taxes - Venue	-	-	-	62,075	-	-	-	-	62,075
Liquor Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	333,856
Lodging Taxes - Venue	-	-	-	2,780,080	-	-	-	-	2,780,080
Lodging Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	-
Business Licenses	-	-	-	7,000	-	-	-	-	7,000
Venue Operations Revenue	-	-	-	1,035,000	-	-	-	-	1,035,000
Fines	-	-	217,500	-	-	-	-	-	217,500
Intergovernmental (Grants)	-	-	-	-	-	-	-	-	1,423,454
Storm Water Fees	-	-	-	-	-	-	-	-	330,000
Investment Earnings	250,000	155,000	15,000	43,000	145,000	-	3,500	-	826,530
Contributions and Donations	-	-	-	-	-	-	-	3,545	323,545
Other	-	-	-	-	520,000	-	18,000	-	588,000
TOTAL REVENUES	17,004,243	155,000	232,500	4,567,558	665,000	-	21,500	3,545	34,446,586
OTHER FINANCING SOURCES									
Transfers In	-	1,000,000	-	-	-	-	-	-	20,213,595
TOTAL OTHER FINANCING SOURCES	-	1,000,000	-	-	-	-	-	-	20,213,595
TOTAL REVENUES AND OTHER FINANCING SOURCES	17,004,243	1,155,000	232,500	4,567,558	665,000	-	21,500	3,545	54,660,181
EXPENDITURES									
General Administration	15,000	600,000	-	135,000	-	-	-	-	1,982,323
Police Department	-	-	-	-	-	4,000	224,000	-	228,000
Public Works Department	-	-	-	-	-	-	-	-	1,412,500
Fire Department	-	-	-	-	-	-	-	3,700	3,700
Engineering Department	-	-	-	-	-	-	-	-	1,959,260
Senior Center	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	32,573,129
TOTAL EXPENDITURES	15,000	600,000	-	135,000	-	4,000	224,000	3,700	38,158,912
OTHER FINANCING USES									
Transfers Out	9,521,595	-	160,000	-	4,000,000	-	-	-	17,194,082
Transfers Out	7,729,917	2,000,000	-	3,140,790	-	-	-	-	12,870,707
TOTAL OTHER FINANCING USES	17,251,512	2,000,000	160,000	3,140,790	4,000,000	-	-	-	30,064,789
TOTAL EXPENDITURES AND OTHER FINANCING USES	17,266,512	2,600,000	160,000	3,275,790	4,000,000	4,000	224,000	3,700	68,223,701
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)	(262,269)	(1,445,000)	72,500	1,291,768	(3,335,000)	(4,000)	(202,500)	(155)	(13,563,520)
TOTAL EXPENDITURES AND OTHER FINANCING USES									
BEGINNING FUND BALANCE - OCTOBER 1	\$ 18,624,503	3,954,045	842,297	5,437,794	4,827,351	4,221	226,728	25,853	51,346,882
ENDING FUND BALANCE - SEPTEMBER 30	\$ 18,362,234	\$ 2,509,045	\$ 914,797	\$ 6,729,562	\$ 1,492,351	\$ 221	\$ 24,228	\$ 25,698	\$ 37,783,362

DEBT SERVICE FUNDS
CITY OF MADISON & MADISON CITY SCHOOLS
SUMMARY
FY 2024 Mid-Year Budget

Description	CITY FY 2024 Debt Service Fund #48	SCHOOL FY 2024 Debt Service Fund #46	TOTAL FY 2024 BUDGET
OTHER FINANCING SOURCES			
Transfers In - <i>from Fund #71</i>	\$ 7,729,917	\$ -	\$ 7,729,917
Transfers In - <i>from Fund #37</i>	3,484,457	-	\$ 3,484,457
Transfers In - <i>from Fund #75</i>	3,138,303	-	3,138,303
Transfers In - <i>from School System</i>	-	5,481,323	5,481,323
TOTAL OTHER FINANCING SOURCES	14,352,677	5,481,323	19,834,000
DEBT SERVICE			
Interest Expense	6,832,677	2,491,323	9,324,000
Payment on Debt	7,520,000	2,990,000	10,510,000
TOTAL DEBT SERVICE	14,352,677	5,481,323	19,834,000
TOTAL OTHER FINANCING SOURCES OVER (UNDER) TOTAL DEBT SERVICE	\$ -	\$ -	\$ -

RESOLUTION NO. 2024-114-R

**AUTHORIZING ARCHIVING OF THE APRIL 17, 2024, 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 April 17th, 2024, City Council Work Session shall be archived and made available for viewing.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-108-R

**ANNUAL RESOLUTION AUTHORIZING CONTINUING LEVY
OF AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES**

WHEREAS, *Ala. Code* §11-51-42 imposes on the City Council the duty to levy, during the month of May of each year, a tax on the property situated in the City for the next succeeding tax year at a rate not exceeding the constitutional limit authorized to be levied by the City on the value of such property as assessed for state taxation, as shown on the books of assessment for the state and county tax year ending September 30 next succeeding the levy, and for the Mayor or City Clerk, on or before June 1 next succeeding the levy, to certify and deliver to the Tax Assessor of Madison County and the Revenue Commissioner of Limestone County a copy of the resolution adopted by the Council; and

WHEREAS, the City Council, by Resolution No. 89-23-R, adopted on May 23, 1989, levied the following ad valorem taxes as authorized by Article XI, Sections 216 and 217, and Amendments 56, 269, and 373 to the Alabama Constitution of 1901, and by a special election and referendum held pursuant to Madison City Ordinance No. 89-11:

- Five and one half (5-1/2) mills for general obligation bond issues and general municipal purposes
- One-half (1/2) mill special library tax
- Seven (7) mills for general municipal purposes; and

WHEREAS, the City Council, by Resolution No. 93-144-R, adopted on May 27, 1993, levied the following ad valorem taxes as authorized by Article XI, Sections 216 and 217, and Amendments 56 and 373, of the Alabama Constitution of 1901, and by Act No. 93-548 and a special election and referendum held on September 28, 1993 pursuant to Ordinance No. 93-85 and Resolution No. 93-58-R of the City Council of the City of Madison:

- Eleven (11) mills for general school purposes; and

WHEREAS, the City Council, by Resolution No. 2009-106-R, adopted on May 26, 2009, as amended by Resolution No. 2009-110-R, levied the following ad valorem taxes as authorized by Amendment 805 to the Constitution of the State of Alabama approved on November 4, 2008, and codified in the Official Recompilation of the Alabama Constitution of 1901, Local Amendments, Limestone County §14:

- Ten and one-half (10-1/2) mills of additional ad valorem tax for general school purposes on all taxable property located in the portion of the City of Madison, Alabama, located in Limestone County, Alabama; and

WHEREAS, the City Council by Resolution No. 2019-277-R adopted on September 24, 2019, levied the following ad valorem taxes as authorized by Amendment No. 373 to the Constitution of the State of Alabama of 1901:

- Twelve (12) mills of additional ad valorem tax for public educational purposes on all taxable property located in the City of Madison, Alabama; and

WHEREAS, the levy of the above-referenced ad valorem taxes on taxable property located in the City of Madison, Alabama, does not exceed the permissible levy of taxes under the laws and Constitution of the State of Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, sitting in regular session on this the 22nd day of April 2024, as follows:

Section 1. That the City of Madison, Alabama, a municipality located in Madison County and Limestone County within the State of Alabama, does hereby levy the following ad valorem taxes, all as set out below:

- Seven (7) mills for general ad valorem tax purposes as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama
- An additional five and one-half (5-1/2) mills of ad valorem tax as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100.00 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama
- An additional one-half (1/2)-mill special library tax to be used exclusively for public library purposes in accordance with Amendment No. 269 of the Constitution of Alabama of 1901 as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama
- An additional eleven (11) mills of ad valorem tax for general school purposes on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama
- An additional ten and one-half (10-1/2) mills of ad valorem tax for general school purposes applicable in the portion of the City of Madison located in Limestone County, Alabama on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison located in Limestone County, Alabama.
- An additional 12 (twelve) mills of ad valorem tax for general school purposes on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison, Alabama

Section 2. That the taxing authorities of Madison County and Limestone County be and they are hereby authorized and directed to assess and collect the ad valorem taxes levied in Section 1 above, and the City Council does hereby certify the said rate of taxation for the purposes outlined above, the same to be assessed and placed on the records of the taxing authorities in Madison County and Limestone County, said assessment and collection to be effective for the tax year beginning

October 1, 2024 and ending September 30, 2025 and continuing in subsequent tax years, until repealed.

Section 3. That the taxing authorities of Madison County and Limestone County be and they are hereby authorized and directed to take all steps and actions necessary for the proper assessment and collection of each of the ad valorem taxes levied by Section 1 of this Resolution.

Section 4. If any clause, phrase, sentence, paragraph, or provision of this Resolution shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

BE IT FURTHER RESOLVED that the City Clerk-Treasurer of the City of Madison, Alabama, be and hereby is directed to certify this Resolution under the name and seal of the City of Madison, Alabama, and to deliver a certified copy thereof to the following taxing authorities:

- A. To Madison County taxing authorities as follows:
 - (1) Tax Assessor of Madison County, Alabama
 - (2) License Commissioner of Madison County, Alabama
 - (3) Tax Collector of Madison County, Alabama
- B. To Limestone County taxing authorities as follows:
 - (1) Revenue Commissioner of Limestone County, Alabama
 - (2) License Commissioner of Limestone County, Alabama

The delivery of the certified copies of this Resolution shall be made immediately upon adoption of this Resolution.

READ, PASSED, AND ADOPTED this 22nd day of April 2024.

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

ATTEST:

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

APPROVED this _____ day of April, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-105-R**A RESOLUTION AUTHORIZING AMENDMENT NUMBER TWO TO A PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS AND CAWOOD, LLC FOR BID PHASE SERVICES**

WHEREAS, pursuant to Resolution No. 2022-283-R the City Council of the City of Madison, Alabama authorized a professional services agreement with Goodwyn Mills and Cawood, LLC (herein "GMC") for engineering design and development services addressing Mill Creek erosion; and

WHEREAS, the original agreement was entered for an amount not to exceed thirty eight thousand dollars (\$38,000); and

WHEREAS, pursuant to Resolution No. 2024-075, Change Order No. One was authorized for additional professional engineering services necessary for obtaining a No-Rise Certification; and

WHEREAS, the Director of the Engineering Department has requested that the original agreement with GMC be amended to include professional services for the flat fee of \$1,200 for additional services during the bid-phase of the Project.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute Amendment Number Two to the Professional Services Agreement with Goodwyn Mills and Cawood, LLC, for additional professional engineering services necessary during the Bid Phase of the Project, said Amendment to the Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment No. 2: Intersection Improvements at Huntsville-Browns Ferry Road and Burgreen Road," 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 Goodwyn Mills and Cawood, 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 22 day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT NO. 2

INTERSECTION IMPROVEMENTS AT HUNTSVILLE-BROWNS FERRY ROAD
AND BURGREN ROAD
GMC PROJECT NO. THUN220009

MADISON, ALABAMA
LIMESTONE COUNTY

The AGREEMENT made on July 13, 2023, hereinafter referred to as THE ORIGINAL CONTRACT, by and between the City of Madison, Alabama, a municipal corporation (OWNER); and Goodwyn Mills Cawood, LLC (ENGINEER) is Amended as of the _____ day of _____, 2024, to incorporate the following additional work which the OWNER now desires to accomplish:

The purpose of this amendment is to provide payment for additional services performed by the ENGINEER below.

Bid Phase Services

Pre-Bid Meeting, Bid Questions and Addenda. Attend the Pre-bid meeting. Answer questions submitted during the bidding process. ENGINEER will prepare written responses and issue addenda as needed.

Bid Opening. Attend the bid opening and assist OWNER with meeting and review of the bid documents.

Fee for Bid Phase Services \$1200 Lump Sum

All terms and conditions of THE ORIGINAL CONTRACT shall remain in full force and effect.

OWNER:

ENGINEER:

CITY OF MADISON, AL

GOODWYN MILLS CAWOOD, LLC

Paul Finley, Mayor

Date

Timothy J. Westhoven

Timothy J. Westhoven

ATTEST:

ATTEST:

RESOLUTION NO. 2024-107-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT
WITH SOMERS CONSULTING SERVICES, LLC**

WHEREAS, pursuant to Resolution No. 2023- 418-R, the City Council of the City of Madison, Alabama authorized a professional services agreement with Sommers Consulting Services, LLC for analysis of traffic operations for various intersection signal timing scenarios and coordination on Project No. 24-008 for County Line Road; and

WHEREAS, the Director of Engineering, Michael Johnson, has requested that this Agreement be amended by authorizing Change Order No. 1 to include supplemental early morning counts to be included in the Contract for an additional flat fee of \$300.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute Amendment No. 1 with Somers Consulting Services, LLC for professional engineering analysis of traffic operations to include early morning counts to the services provided for Project No. 24-008 at County Line Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Estimate;" 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 Somers Consulting Services, LLC in an additional amount, above and beyond the amount of the original contract, not to exceed three hundred dollars (\$300) to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

Greater Traffic Company

5923 Island View Dr.
Buford, GA 30518

Estimate

Date	Estimate #
3/31/2024	586

Name / Address
Somers Consulting Servies 2206 Shades Crest Rd. Huntsville, AL 35801 Attn: Andy Somers Huntsville, Al 35801

Project

Description	Qty	Rate	Total
2-TMCs 5:30AM - 7:00AM County Line Road @ Old 20 and County Line Road @ Madison/565.	1	300.00	300.00
Total			\$300.00

RESOLUTION NO. 2024-109-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. FOR APPRAISAL OF PROPERTY FOR PROJECT 23-021 KYSER BOULEVARD GREENWAY

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 Nivens & Associates Appraisals, Inc. for land appraisals for Project No. 23-021 along the proposed Kyser Boulevard Greenway, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Appraisal Fee Quote" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of April 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

NIVENS & ASSOCIATES APPRAISALS, INC.

115 MANNING DRIVE, SUITE D202 - HUNTSVILLE, ALABAMA 35801
PHONE: (256) 534-5084 EMAIL: DNIVENS@NIVENSAPPRAISAL.COM

April 3, 2024

E. Michelle Dunson, P.E., CFM
City of Madison, Engineering Department
100 Hughes Road
Madison, Al. 35758

Re: Appraisal Fee Quote for the Kyser Road
Greenway Project

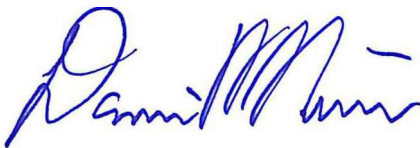
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the property involved in the Kyser Road Greenway Project (TCE #1). This letter is to advise you that we will be glad to prepare appraisals regarding the property listed on the maps and legal descriptions that you provided.

The fee to complete appraisal reports on this property listed in your e-mail pursuit to this project will be **\$1,800**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 30 days from the date of engagement by the City of Madison.

Again, thank you for this opportunity and if you have any questions, please do not hesitate to contact me.

Sincerely,



Darrin K. Nivens, MAI
Certified General Real
Property Appraiser, G00420

Darrin K. Nivens, MAI



Claude B. Moore, Jr.
Jack P. Fanning, Jr.
Matthew R. Green

RESOLUTION NO. 2024-116-R

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY
FOR THE BROWNS FERRY ROAD & BURGREN ROAD ROUNDABOUT 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 certain rights-of-way, utility and drainage easements and temporary construction easements (herein the "Tracts") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by SWR Holdings, LLC, as described in attached Exhibit A, B and C.
2. **Exhibit A: Warranty Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of constructing the proposed Browns Ferry Road and Burgreen Road Roundabout (herein "the Project"). The Tract is further described as follows:

A section of right-of-way being situated in the southwest quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from Capped Rebar Set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.77

Thence N 40°47'51" E a distance of 95.41' to the Point of Beginning (said point offset 38.30' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 74+20.00);

thence N 46°43'04" E a distance of 91.11 feet to a point (said point offset 50' LT and perpendicular to centerline of Burgreen Road at approximate station 56+00.00);

thence N 0°32'39" W a distance of 270.00 feet to a point (said point offset 50' LT and perpendicular to centerline of Burgreen Road at approximate station 59+70.00);

thence N 31°46'52" E a distance of 35.50 feet to a point (said point offset 31.02' LT and perpendicular to centerline of Burgreen Road at approximate station 59+00.00);

thence S 0°41'33" E a distance of 362.72 feet to a point (said point offset 30.08' LT and perpendicular to centerline of Burgreen Road at approximate station 55+37.28);

thence N 89°57'43" W a distance of 86.85 feet to the Point of Beginning, containing .20 acres more or less.

3. **EXHIBIT B: Utility and Drainage Easement Deed** depicts the necessary easements the City is required to obtain for such utilities and drainage needs (herein "the Project"). The Utility and Drainage Easement is further described as follows:

City of Madison
Tract Number 2 – SWR Holdings LLC

A section of right-of-way being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 89°52'15" W a distance of 222.56' to the Point of Beginning (said point offset 37.84' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence N 89°52'15" W a distance of 128.23' to a point (said point offset 38.29' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 75+91.79);

thence along an arc 38.92' to the left, having a radius of 25.00', the chord of which is N 45°17'20" W for a distance of 35.11' to a point (said point offset 62.02' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 75+66.87);

thence N 0°41'33" W a distance of 278.89' feet to a point (said point offset 28.86' RT and perpendicular to centerline of Burgreen Road at approximate station 58+40.00);

thence S 42°38'24" E a distance of 53.91 feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 58+00.00);

thence S 0°32'39" E a distance of 130.00' feet to a point (said point offset 65.00 RT and perpendicular to the centerline of Burgreen Road at approximate station 56+70.00);

thence S 19°52'47" E a distance of 113.94' feet to a point (said point offset 65.00 LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 76+40.00);

thence N 89°55'47" E a distance of 60.00' feet to a point (said point offset 65.00 LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence S 36°26'29" E a distance of 33.73' to the Point of Beginning, containing 0.34 acres, more or less.

4. **EXHIBIT C: Temporary Easement Deed** depicts the proposed temporary construction easement necessary to access property during the construction of the Project. The location of the Temporary Easement is described as follows:

City of Madison
Tract Number 2 – SWR Holdings LLC

A section of temporary construction easement being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 89°52'15" W a distance of 222.56' to the Point of Beginning (said point offset 37.84' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence N 36°26'29" W a distance of 33.73' feet to a point (said point offset 65.00' LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence N 89°55'47" E a distance of 20.00' feet to a point (said point offset 65.00' LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence S 0°04'13" E a distance of 27.16' feet to the Point of Beginning, containing 0.01 acres more or less.

Said Temporary Easement shall expire one year after date of execution or upon the completion of the construction project, whichever occurs earliest.

5. That obtaining the foregoing Tracts and Easements are 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.
6. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts and Easements by voluntary conveyance and offer SWR Holdings, LLC a total of **one hundred fifty-seven thousand two hundred twelve dollars (\$157,212.00)** to compensate owner for the conveyances enumerated in Exhibit A, B and C.
7. That said Tracts have 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.
8. 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, B and C.
9. 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 22nd day of April 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
COUNTY OF LIMESTONE) PERMANENT ROADWAY RIGHT OF WAY
**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 2**

KNOW ALL MEN BY THESE PRESENTS: That (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent roadway right of way through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 36, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison
Tract Number 2 – SWR Holdings LLC

A section of right-of-way being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 89°52'15" W a distance of 222.56' to the Point of Beginning (said point offset 37.84' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence N 89°52'15" W a distance of 128.23' to a point (said point offset 38.29' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 75+91.79);

thence along an arc 38.92' to the left, having a radius of 25.00', the chord of which is N 45°17'20" W for a distance of 35.11' to a point (said point offset 62.02' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 75+66.87);

thence N 0°41'33" W a distance of 278.89' feet to a point (said point offset 28.86' RT and perpendicular to centerline of Burgreen Road at approximate station 58+40.00);

thence S 42°38'24" E a distance of 53.91 feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 58+00.00);

thence S 0°32'39" E a distance of 130.00' feet to a point (said point offset 65.00 RT and perpendicular to the centerline of Burgreen Road at approximate station 56+70.00);

thence S 19°52'47" E a distance of 113.94' feet to a point (said point offset 65.00 LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 76+40.00);

thence N 89°55'47" E a distance of 60.00' feet to a point (said point offset 65.00 LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence S 36°26'29" E a distance of 33.73' to the Point of Beginning, containing 0.34 acres, more or less.

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

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

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

Notary Public

My commission expires:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 2**

KNOW ALL MEN BY THESE PRESENTS: That SWR Holdings, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 36, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

Tract Number 2 – SWR Holdings LLC

A section of permanent utility easement being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 84°31'22" W a distance of 288.92' to the Point of Beginning (said point offset 65.00' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 76+55.00);

thence S 89°55'47" W a distance of 15.00' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 76+40.00);

thence N 19°52'47" W a distance of 113.94' feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 56+70.00);

thence N 0°32'39" W a distance of 30.00 feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 57+00.00);

thence S 21°30'18" E a distance of 147.40' feet to the Point of Beginning, containing 0.04 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

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

Notary Public

My commission expires:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
 : TEMPORARY CONSTRUCTION EASEMENT
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS: That SWR Holdings, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive Temporary construction easement through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 36, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison
Tract Number 2 – SWR Holdings LLC

A section of temporary construction easement being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 89°52'15" W a distance of 222.56' to the Point of Beginning (said point offset 37.84' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence N 36°26'29" W a distance of 33.73' feet to a point (said point offset 65.00' LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence N 89°55'47" E a distance of 20.00' feet to a point (said point offset 65.00' LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence S 0°04'13" E a distance of 27.16' feet to the Point of Beginning, containing 0.01 acres more or less.

Said Temporary Easement shall expire one year after date of execution or upon the completion of the construction project, whichever occurs earliest.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

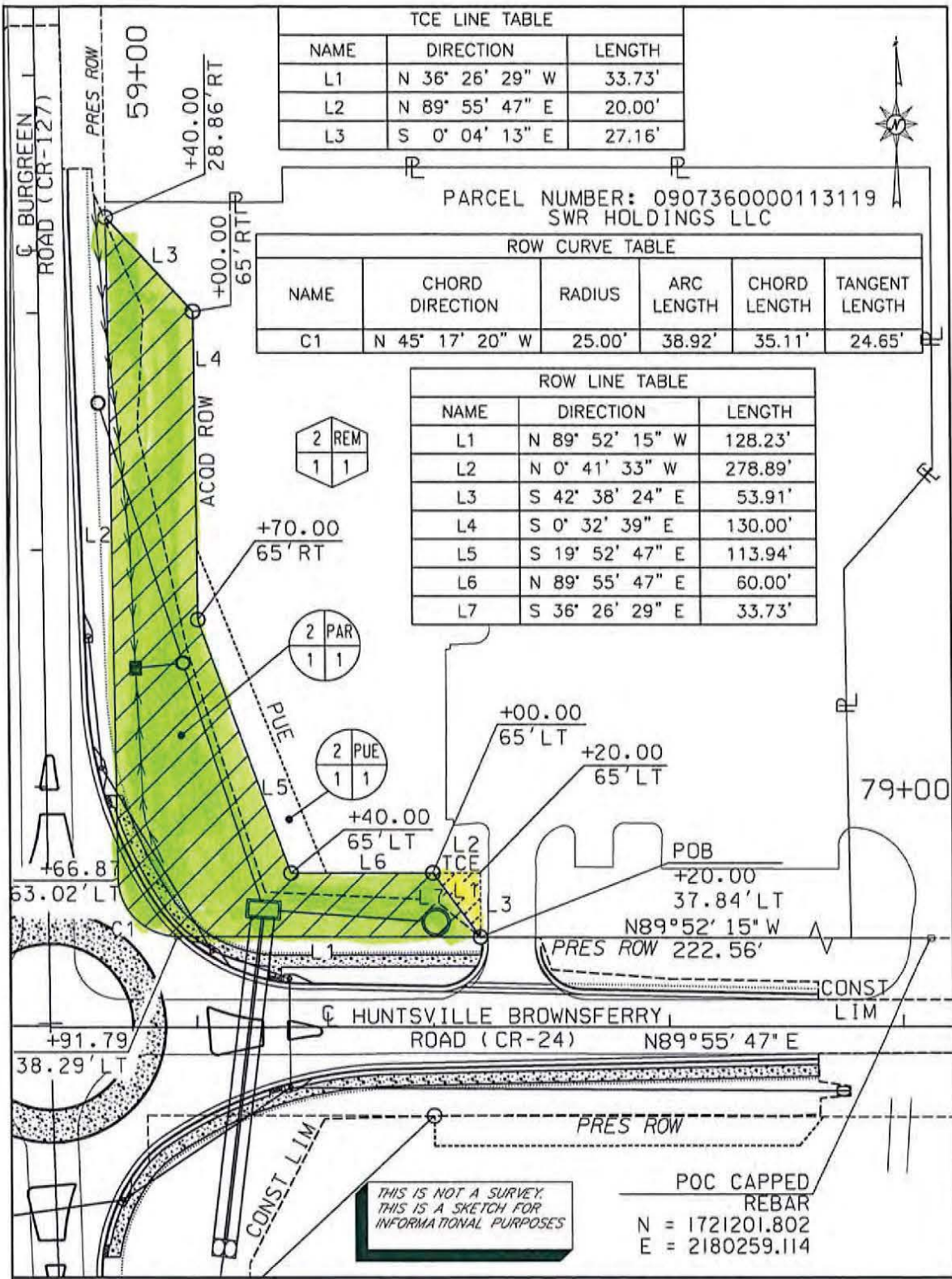
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

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

Notary Public

My commission expires:

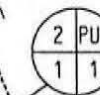


TCE LINE TABLE		
NAME	DIRECTION	LENGTH
L1	N 36° 26' 29" W	33.73'
L2	N 89° 55' 47" E	20.00'
L3	S 0° 04' 13" E	27.16'

PARCEL NUMBER: 0907360000113119
SWR HOLDINGS LLC

ROW CURVE TABLE					
NAME	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT LENGTH
C1	N 45° 17' 20" W	25.00'	38.92'	35.11'	24.65'

ROW LINE TABLE		
NAME	DIRECTION	LENGTH
L1	N 89° 52' 15" W	128.23'
L2	N 0° 41' 33" W	278.89'
L3	S 42° 38' 24" E	53.91'
L4	S 0° 32' 39" E	130.00'
L5	S 19° 52' 47" E	113.94'
L6	N 89° 55' 47" E	60.00'
L7	S 36° 26' 29" E	33.73'



THIS IS NOT A SURVEY.
THIS IS A SKETCH FOR
INFORMATIONAL PURPOSES

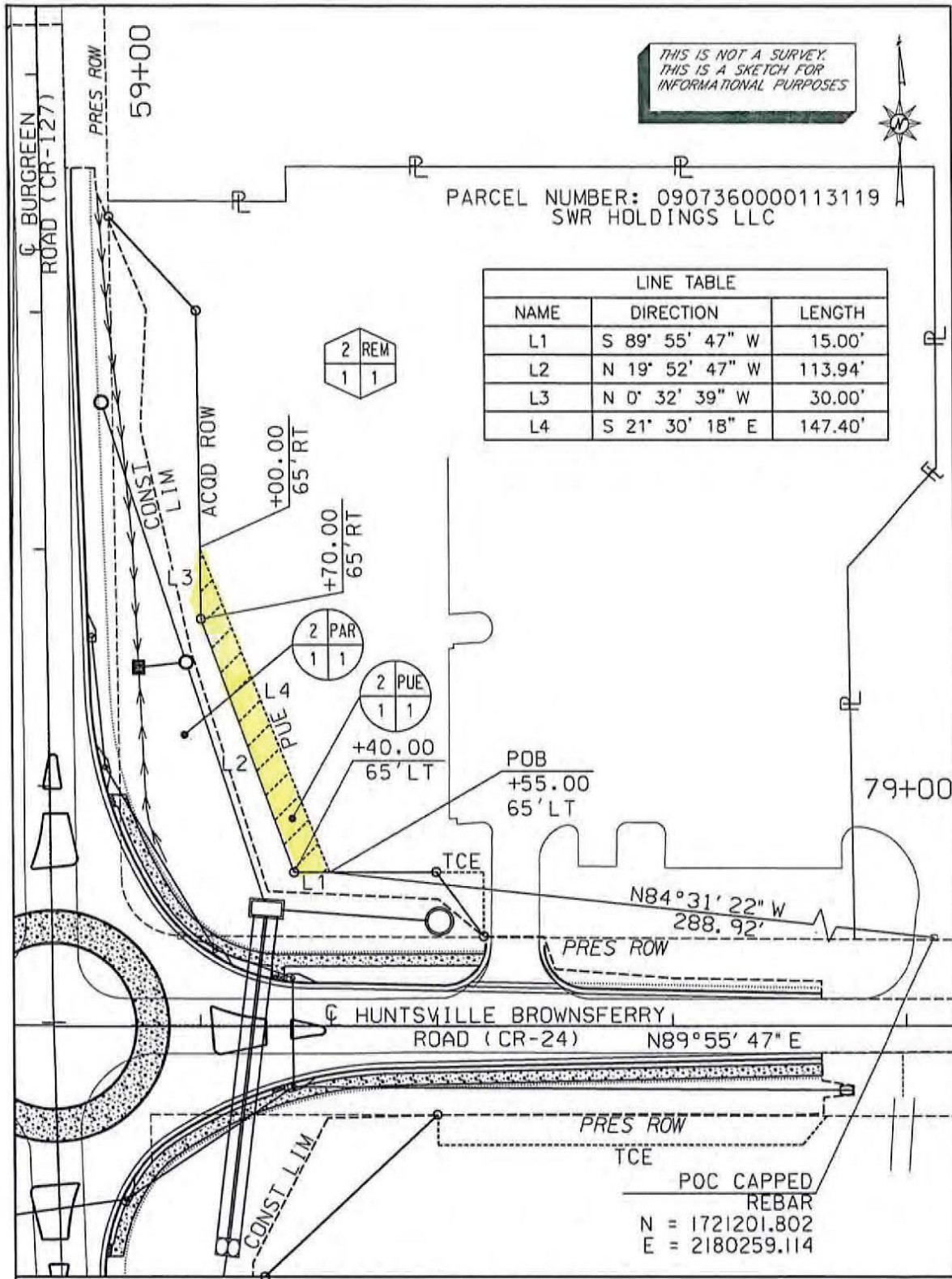
POC CAPPED
REBAR
N = 1721201.802
E = 2180259.114

CITY OF MADISON

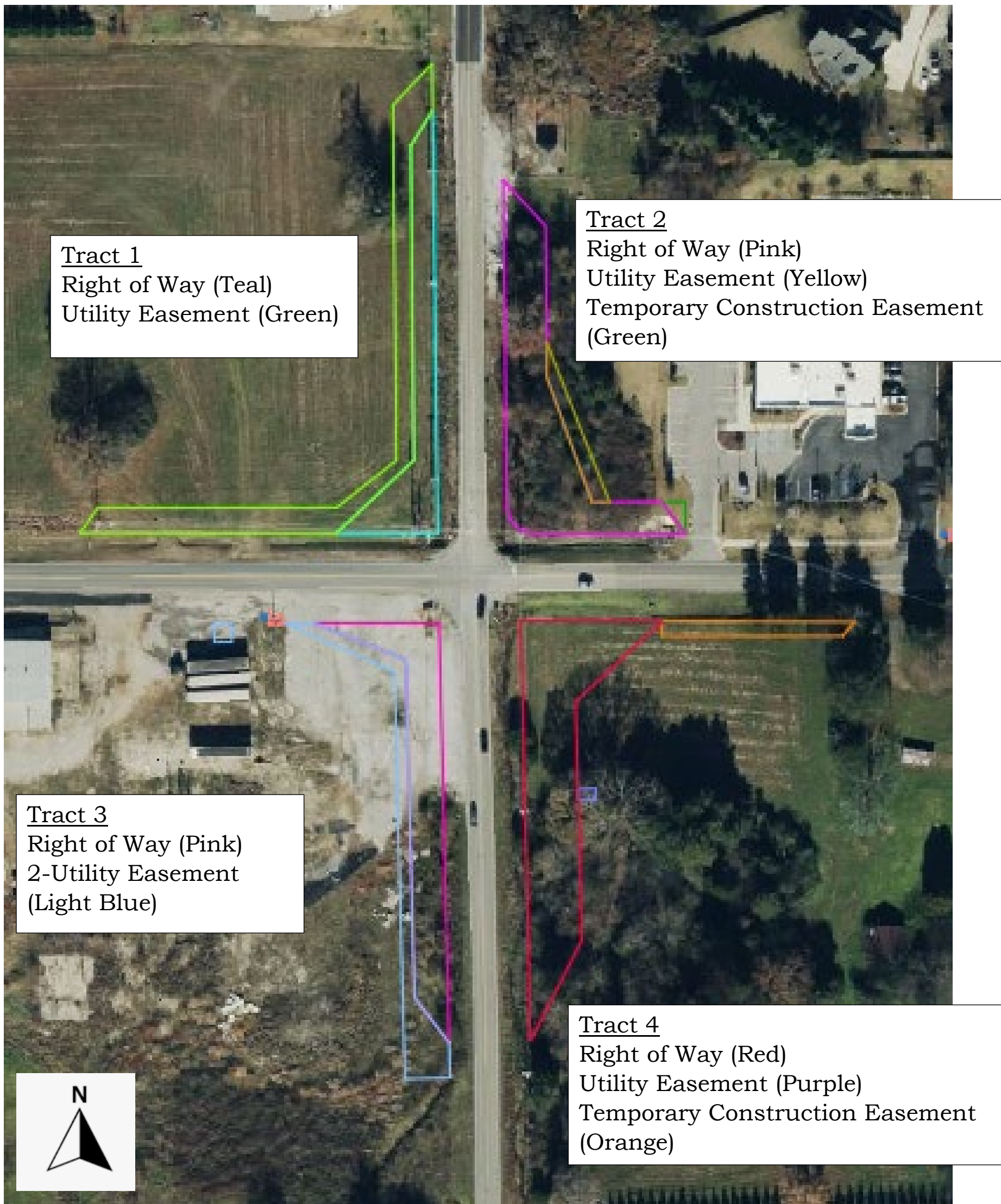
*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 2.42 AC±
TRACT NUMBER: 2	T.C.E. REQUIRED: 0.01 AC±
COUNTY: MADISON COUNTY	P.U.E. REQUIRED: 0.04 AC±
OWNER: SWR HOLDINGS LLC	R.O.W. REQUIRED: 0.34 AC±
	REMAINING ACRES: 2.04 AC±

SCALE: 1" = 50' DATE: 01-22-2024 REVISED:
SHEET 1 OF 2



CITY OF MADISON	
<i>*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS</i>	
PROJECT NO: 22-036 TRACT NUMBER: 2 COUNTY: MADISON COUNTY OWNER: SWR HOLDINGS LLC	*ORIGINAL ACREAGE: 2.42 AC± T.C.E. REQUIRED: 0.01 AC± P.U.E. REQUIRED: 0.04 AC± R.O.W. REQUIRED: 0.34 AC± REMAINING ACRES: 2.04 AC±
SCALE: 1" = 50' DATE: 01-22-2024 REVISED:	
SHEET 2 OF 2	

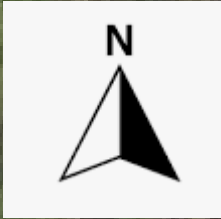


Tract 1
Right of Way (Teal)
Utility Easement (Green)

Tract 2
Right of Way (Pink)
Utility Easement (Yellow)
Temporary Construction Easement (Green)

Tract 3
Right of Way (Pink)
2-Utility Easement (Light Blue)

Tract 4
Right of Way (Red)
Utility Easement (Purple)
Temporary Construction Easement (Orange)



22-036
Huntsville Browns Ferry
&
Burgreen Road Roundabout

RESOLUTION NO. 2024-120-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH GTEC, LLC TO EVALUATE FOUNDATION SOIL
FOR SUNSHINE OAKS**

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 to evaluate the vertical bearing and lateral cohesion of the foundation soils on Project No. 2023-018 Sunshine Oaks, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Foundation Evaluation" 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 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama



April 12, 2024

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

ATTN: Ms. Michelle Dunson, P.E.

SUBJECT: Proposal for Foundation Evaluation
Madison Pavilion
Madison, Alabama
GTEC Proposal No. P-00253

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for the above-referenced project. Project information was provided by Ms. Michelle Dunson during a telephone conversation on April 10, 2024. This proposal describes the site and presents a planned scope of services, fee, 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

Based on the provided information, GTEC understands the City of Madison has plans to install a monoslope steel canopy as part of a pavilion project. The canopy measures approximately 16 feet by 30 feet in plan dimension. GTEC further understands that a pad footing shallow foundation system will be utilized for the structure.

SCOPE OF SERVICES

From our correspondence with you, GTEC proposes to offer the following services to evaluate the vertical bearing and lateral cohesion of the foundation soils:

After excavation of the foundation areas to the planned depths and dimensions, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. Hand augers and additional DCP testing will be performed to a depth of 5 feet or hand auger refusal, whichever occurs first. The results of the DCP testing will be used to evaluate the soil's allowable bearing capacity. Once reviewed by a GTEC senior engineer, recommendations will be provided for foundation subgrade repair, if needed.



Additionally, unconfined compressive strength of the exposed excavation sidewall and bearing soils will be estimated using a calibrated pocket penetrometer.

We will collect grab samples from hand auger cuttings. A member of our staff will 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

Engineering Evaluation Letter Report

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

- Our understanding of the planned project,
- A summary of existing site conditions,
- 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,
- Values for cohesion for excavation side walls, and
- Recommendations for foundations including allowable bearing capacity.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of \$1,500.00. 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. Preliminary findings can be provided following field activities. Final reports will be issued within two to three 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


Cesar G. Castillo, E.I.
Project Manager


Rachel T. Finch, P.E.
Senior 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. 2024-110-R**RESOLUTION TO AWARD BID NO. 2024-005-ITB FOR THE
DEMOLITION PHASE OF RENOVATING THE PUBLIC SAFETY
ANNEX TO HRS SERVICES, LLC**

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 Bid Number 2024-005-ITB for the demolition phase of renovations to the Public Safety Annex (herein “the Project”); and

WHEREAS all sealed Bids were timely submitted, opened and read on or about April 10th, 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **HRS SERVICES, LLC** is the lowest responsible 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 **HRS SERVICES, LLC** 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 **HRS SERVICES, LLC** as the lowest responsive, responsive bidder in the Bid amount of one hundred ninety-seven thousand dollars (\$197,000.00), 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 payments to **HRS SERVICES, LLC** shall be paid from those funds obtained from the Federal Government pursuant to the American Relief Plan Act of 2021

(herein "ARPA") and Resolution No. 2022-295-R that previously allocated said ARPA funds for "the purchase and renovation" of the Public Safety Annex.

SECTION 4. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **HRS SERVICES, LLC** 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 5: That this award is conditioned upon **HRS SERVICES, LLC** 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 6. 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 **HRS SERVICES, LLC** 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 7: 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 **HRS SERVICES, LLC** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama



2024-005-ITB / Public Safety Annex - Demolition
Issued March 20, 2024

BID TABULATION

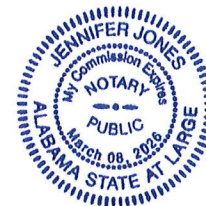
BIDDER NAME	TOA, LLC	HRS Services, LLC	Gulf Services Contracting, Inc.	Chorba Contracting Corporation
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Non-Responsive	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES		Y	Y	Y
BID BOND		Y	Y	Y
E-VERIFY ENROLLMENT		Y	Y	Y
ACKNOWLEDGED ADDENDUM #1 & #2		Y	Y	Y
TOTAL BASE BID	\$195,250.00	\$197,000.00	\$197,240.00	\$238,834.00

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

Alicia Walden
 Alicia Walden
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 10th day of April, 2024.

Jennifer Jones
 Notary Public



City of Madison
Public Safety Annex - Demolition
Project No. 23384A

00 10 00 - 1
BID FORM - STIPULATED SUM (SINGLE-PRIME
CONTRACT)

SECTION 00 10 00

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

THE PROJECT AND THE PARTIES

1.01 BID INFORMATION

- A. Bidder: HRS Services, LLC.
- B. Project Name: Public Safety Annex - Demolition
- C. Project Location: 23A Ludie Richard Drive, Madison, Alabama
- D. Owner: City of Madison
- E. Architect: Nola | Van Peurseem Architects, PC
- F. Architects Project Number: 23384A

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The Undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Nola | Van Peurseem Architects, PC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 1. One hundred ninety -seven thousand dollars Dollars (\$ 197,000.00).

1.03 BID GUARANTEE

- A. A cashier's check or bid bond, payable to the City of Madison, Alabama, a municipal corporation, and in an amount not less than five (5) percent of the amount of the bid (but in no event more than \$10,000.00), must accompany the Bid. The undersigned Bidder agrees to execute a contract for this Work in the above amount within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to W=Owner the attached cashier's check or bid bond, as liquidated damages for such failure.
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

Trade	Sub/Vendor Name
Demolition	HRS Services, LLC
Electrical	Electrical Solutions

1.05 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 30 Calendar days.

City of Madison
Public Safety Annex - Demolition
Project No. 23384A

00 10 00 - 2
BID FORM - STIPULATED SUM (SINGLE-PRIME
CONTRACT)

1.06 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of the Bid:
 1. Addendum No. 1, dated April 1, 2024.
 2. Addendum No. 2, dated April 5, 2024.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 1. Bid Form Supplement - Section 00 43 21 - Allowance Form.
 2. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.08 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Alabama, the County of Madison & the City of Madison, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full. The undersigned also understands that all subcontractors, inclusive of all tiers, hired for the project must also be fully licensed to perform work in the same jurisdictions named above.

1.09 IMMIGRATION LAW COMPLIANCE

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

I hereby attached E-Verify Memorandum of Understanding as proof of Bidder's enrollment in E-Verify.

1.10 STATEMENT ON NON-COLLUSION

- A. On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. See Ala. Code § 39-2-2(c) (1975).
- B. Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

1.11 DISCLOSURE STATEMENT

- A. In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award.

City of Madison
Public Safety Annex - Demolition
Project No. 23384A

00 10 00 - 3

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than 5% of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract? Yes X No
 - a. If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit. _____

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

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 10 day of April , 2024.
- B. Submitted By HRS Services, LLC. (Name of bidding firm or corporation).
- C. Authorized Signature: Nathan Hardiman (Handwritten signature).
- D. Signed By: Nathan Hardiman (Type or print name).
- E. Title: Member (Owner/Partner/President/Vice President).
- F. Witness By: Monty Brunell (Handwritten signature).
- G. Attest: Baileigh N. McCollough (Handwritten signature).
- H. By: Baileigh N. McCollough (Type or print name).
- I. Title: Admin. Assistant (Corporate Secretary or Assistant Secretary).
- J. Street Address: 26992 Main Street
- K. City, State, Zip Ardmore, Alabama 35739
- L. Phone: 256-423-8964
- M. License No.: 58124
- N. Federal ID No.: 84-2208703 (Affix Corporate Seal Here)

END OF BID FORM

City of Madison
Public Safety Annex - Demolition
Project No. 23384A

00 43 21 - 1
ALLOWANCE FORM

SECTION 00 43 21
ALLOWANCE FORM

THE PROJECT AND THE PARTIES

1.01 BID INFORMATION

- A. Bidder: HRS Services, LLC.
- B. Project Name: Public Safety Annex - Demolition
- C. Project Location: 23A Ludie Richard Drive, Madison, Alabama
- D. Owner: City of Madison
- E. Architect: Nola | Van Peurse Architect, PC
- F. Architects Project Number: 23384A

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 - Allowances.

1.03 SUBMISSION OF BID

- A. Respectfully submitted this 10 day of April, 2024.
- B. Submitted By HRS Services, LLC. (Name of bidding firm or corporation).
- C. Authorized Signature: Nathan Hardiman (Handwritten signature).
- D. Signed By: Nathan Hardiman (Type or print name).
- E. Title: Member (Owner/Partner/President/Vice President).

END OF BID FORM



Company ID Number: 1583665

Approved by:

Employer HRS Services, LLC	
Name (Please Type or Print) Ryan Mashburn	Title
Signature Electronically Signed	Date 09/01/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/01/2020



Company ID Number: 1583665

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	HRS Services, LLC
Company Facility Address	26992 Main Street Ardmore, AL 35739
Company Alternate Address	
County or Parish	LIMESTONE
Employer Identification Number	842208703
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

ORDINANCE NO. 2024-061

**AN ORDINANCE AUTHORIZING THE DEDICATION OF LUDIE RICHARDS DRIVE
AS A PUBLIC ROAD**

WHEREAS, Ludie Richards Drive is currently a private road owned and operated by Intergraph Improved Properties, LLC (herein "Intergraph") adjacent to the City's Public Safety Annex Building; and

WHEREAS, the design plans for the remodeling of the Public Safety Annex Building indicates that the adjacent Ludie Richards Drive requires significant remodeling and construction to accommodate the needs of the proposed Fire Station at the Annex; and

WHEREAS, Intergraph, as the fee simple owner of the private Ludie Richards Drive, has offered to convey, by Deed, to the City of Madison, a right of way for public use (herein "the Right of Way") situated, lying and being in the City of Madison, Madison County, Alabama, to-wit:

W.O. No. 24-73 SEC. 21, T4S, R2W

NORTH PORTION OF LUDIE RICHARDS DRIVE, MADISON, AL 35758

All that part of the South half of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as Commencing at the Southwest corner of said Section 21; Thence South 88 degrees 55 minutes 53 seconds East 2691.86 feet; Thence South 89 degrees 03 minutes 13 seconds East 100.01 feet; Thence North 17 degrees 41 minutes 55 seconds West 368.93 feet; Thence North 74 degrees 27 minutes 06 seconds East 585.22 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 15 degrees 48 minutes 39 seconds West 319.74 feet; Thence North 32 degrees 27 minutes 50 seconds West 157.02 feet; Thence North 74 degrees 31 minutes 26 seconds East 150.00 feet; Thence South 00 degrees 56 minutes 03 seconds West 156.18 feet; Thence South 15 degrees 48 minutes 39 seconds East 320.02 feet; Thence South 74 degrees 27 minutes 06 seconds West 60.00 feet to the Point of Beginning and containing 34,943 square feet, more or less.

THE EAST SIDE OF THE NORTH PORTION OF LUDIE RICHARDS DRIVE,
MADISON, AL 35758

All that part of the South half of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as Commencing at the Southwest corner of said Section 21; Thence South 88 degrees 55

minutes 53 seconds East 2691.86 feet; Thence South 89 degrees 03 minutes 13 seconds East 100.01 feet; Thence North 17 degrees 41 minutes 55 seconds West 368.93 feet; Thence North 74 degrees 27 minutes 06 seconds East 585.22 feet; Thence North 74 degrees 27 minutes 06 seconds East 30.00 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 15 degrees 48 minutes 39 seconds West 469.88 feet; Thence North 74 degrees 31 minutes 26 seconds East 75.00 feet; Thence South 00 degrees 56 minutes 03 seconds West 156.18 feet; Thence South 15 degrees 48 minutes 39 seconds East 320.02 feet; Thence South 74 degrees 27 minutes 06 seconds West 30.00 feet to the Point of Beginning and containing 17,467 square feet, more or less.

and,

WHEREAS, the City Council finds and determines that the City will benefit from the acceptance of Lucie Richards Drive and that the public will benefit from the dedication of said road and its improvements for public use;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the above-described property is hereby dedicated to public use and shall henceforth be owned and maintained by the City of Madison and that the appropriate City employees are authorized to take all necessary actions required to effectuate such acceptance, conveyance and dedication of Ludie Richards Drive into public use.

READ, APPROVED, AND ADOPTED this 13th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA

§
§
§
§

RIGHT-OF-WAY DEED

COUNTY OF MADISON

No title search requested, and none prepared.

KNOW ALL MEN BY THESE PRESENTS that **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, (hereinafter referred to as **GRANTOR**), for and in consideration of One Dollar (\$1.00) cash to it in hand paid by the **CITY OF MADISON, ALABAMA, a municipal corporation** (hereinafter referred to as **GRANTEE**), and the mutual promises and covenants contained herein, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **GRANTEE**, and dedicate for public use as a public right of way the following described portion of a street, avenue, thoroughfare or road, more commonly known as Ludie Richards Drive (the "**Road**"), located in Madison County, Alabama, together with all and singular the rights, privileges, tenements, hereditaments, and appurtenances, pertaining thereto (the "**Property**"), to wit:

W.O. No. 24-73
SEC. 21, T4S, R2W
NORTH PORTION OF LUDIE RICHARDS DRIVE, MADISON, AL 35758

All that part of the South half of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as Commencing at the Southwest corner of said Section 21; Thence South 88 degrees 55 minutes 53 seconds East 2691.86 feet; Thence South 89 degrees 03 minutes 13 seconds East 100.01 feet; Thence North 17 degrees 41 minutes 55 seconds West 368.93 feet; Thence North 74 degrees 27 minutes 06 seconds East 585.22 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 15 degrees 48 minutes 39 seconds West 319.74 feet; Thence North 32 degrees 27 minutes 50 seconds West 157.02 feet; Thence North 74 degrees 31 minutes 26 seconds East 150.00 feet; Thence South 00 degrees 56 minutes 03 seconds West 156.18 feet; Thence South 15 degrees 48 minutes 39 seconds East 320.02 feet;

Thence South 74 degrees 27 minutes 06 seconds West 60.00 feet to the Point of Beginning and containing 34,943 square feet, more or less.

THE EAST SIDE OF THE NORTH PORTION OF LUDIE RICHARDS DRIVE, MADISON, AL 35758

All that part of the South half of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as Commencing at the Southwest corner of said Section 21; Thence South 88 degrees 55 minutes 53 seconds East 2691.86 feet; Thence South 89 degrees 03 minutes 13 seconds East 100.01 feet; Thence North 17 degrees 41 minutes 55 seconds West 368.93 feet; Thence North 74 degrees 27 minutes 06 seconds East 585.22 feet; Thence North 74 degrees 27 minutes 06 seconds East 30.00 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 15 degrees 48 minutes 39 seconds West 469.88 feet; Thence North 74 degrees 31 minutes 26 seconds East 75.00 feet; Thence South 00 degrees 56 minutes 03 seconds West 156.18 feet; Thence South 15 degrees 48 minutes 39 seconds East 320.02 feet; Thence South 74 degrees 27 minutes 06 seconds West 30.00 feet to the Point of Beginning and containing 17,467 square feet, more or less.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING TERMS, RESTRICTIONS, COVENANTS AND CONDITIONS:

1. GRANTEE shall: (a) repair, repave, and restore the Road (as fully described above) in a reasonably workmanlike manner; (b) make certain that such restoration of the Road shall be in complete compliance with all applicable laws, rules, regulations, and ordinances and building codes of the jurisdiction in which the Road is located (including, without limitation, applicable building codes for public streets, drainage requirements, safety requirements, and any lighting and landscaping required in connection therewith) (collectively, “**Rules**”); and (c) keep and maintain the Road in acceptable condition and shall bear the responsibility of any future improvements or repairs as required or necessary (collectively, the “**Project**”).
2. Parts (a) and (b) of the Project shall be completed no later than _____ (the “**Completion Date**”), and completion shall be evidenced by a certificate of completion issued by the GRANTEE and confirming that the Project has been completed in accordance with all applicable Rules. If parts (a) and (b) of the Project are not completed by the Completion Date or the GRANTEE fails to keep its obligation under part (c) at some future time, such non-completion or breach of obligation shall constitute a “**Reversion Event**”.
3. Upon the occurrence of a Reversion Event, the right of way to the Road granted hereunder shall automatically revert to GRANTOR upon the filing by GRANTOR of

an affidavit in the office of the Judge of Probate of Madison County confirming the occurrence of the Reversion Event.

- 4. This Right of Way Deed is made subject to all easements, encumbrances and other matters of record, including ad valorem taxes not yet due and all subsequent years.
- 5. The terms, restrictions, covenants, and conditions as set out herein shall constitute covenants running with the land and shall be binding upon the GRANTEE and its successors and assigns and shall inure to the benefit of the GRANTOR and its successors and assigns.

TO HAVE AND TO HOLD the aforementioned described easement that is subject to a reversionary interest.

IN WITNESS WHEREOF, the **GRANTOR** has caused their duly authorized representative to execute and deliver this Right of Way Deed, all effective as of this _____ day of May 2024.

GRANTOR:

**INTERGRAPH UNIMPROVED PROPERTIES,
LLC**, a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Denise Bates** as a duly authorized representative of **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, has signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, she as such officer and with full authority, executed the same voluntarily for and as the act of the Grantor on the same the day bears date.

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

Notary Public
My Commission Expires: _____

RESOLUTION NO. 2024-100-R**A RESOLUTION AUTHORIZING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR THE TOYOTA FIELD FOUR-STORY CLUBHOUSE LOCKER ROOM**

WHEREAS, on September 25, 2023, the City Council of the City of Madison, Alabama authorized Resolution No. 2023-311 executing a Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for professional engineering consulting services for a building proposed in the outfield of the Madison Multi-purpose Stadium; and

WHEREAS, the Director of Planning and Economic Development for the City of Madison, has recommended that the City consider a proposed amendment to the scope of the original contract to expand the scope of services to include engineering and design services for the Toyota Field Clubhouse Locker Room.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for professional engineering consulting services for the Toyota Field Four-story Clubhouse, said Amended Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment Number One" dated March 20, 2024 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 amended agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Gilbert, McLaughlin, Casella Architects in a total amount not to exceed one million seven hundred forty five thousand and five hundred dollars (\$1,745,500) to be paid from the Multi-use Venue Maintenance Fund budget.

READ, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, on this 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

18 April 2024

Mary Beth Broeren
 City of Madison, Director of Planning
 Madison City Hall
 100 Hughs Road
 Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect
Madison Multi-purpose Stadium – Outfield Building

**Amendment No. 1 for Design Development Phase, Construction Document Phase, Bid
 Negotiation Phase, Construction Administration Phase and Project Closeout Phase**

GilMC Project # 202304.01 TFH

Dear Mary Beth,

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 1 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Design Development thru Project Closeout Phases for the above project.

Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, landscape, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the budgeting drawings and narratives provided during the schematic design phase. In addition, we will provide professional services as outlined in the scoping and/or budgeting documents for furniture selection and procurement, it, access control, security camera systems, and signage design developed during the schematic design phase.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, Exhibit A1-Limits of the Work, B1 and B2-Scope of Services, all made part of this amendment.

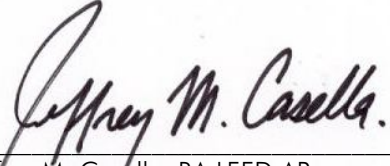
The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Attachment C Compensation for Services and made part of this amendment.

If you agree with this amendment, please sign below. The terms of the executed agreement between Gilbert McLaughlin Casella Architects, PLC, and the City of Madison Alabama remains in place for this amendment. This amendment is valid for (45) days from the date above after which the Architect reserves the right to review and /or renegotiate the

fees for the required services with the Owner. We are pleased to continue collaborating with you and the City of Madison on this exciting project. Please call me with any questions you may have.

Accepted by Architect:

Accepted by Owner:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: 18 April 2024

Signature/Title:

Printed Name:

Date:

Exhibit A – SCOPE OF THE PROJECT

18 April 2024

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building**

General Description

The project shall be a four-story building located along the outfield line adjacent to third base foul pole and visitor’s bullpen. The building will provide approximately 8,200 gross square feet(gsf) at the Field Level, Levels 3 and 4, with 9,000 gsf at Level 2(Concourse Level) for an approximate building size 33,600 gsf. The majority of Level 4 will be open air and not conditioned.

Program

Level 1 will include spaces typically expected to support the needs of a visitor’s locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 11-January 2024) provided to the Architect by the Team, as shown in the schematic design drawings/narratives, and as approved during a preliminary review by MLB.

Level 2 will include a large group space, Level 3 Fan Suites with balconies and Level 4 a large covered open air group space and tiered exterior seating. Support spaces including a kitchen, toilets, storage areas, catering support and mechanical spaces will be included across all levels.

Design of a parking area to support the visiting team buses within the Limits of the Work or coordination with the City of Madison and their selected developer concerning on street parallel space bus drop off and pick up will be included.

The Owner has directed the Architect that the design services for parking to support fans and staff of the new building will not be necessary.

General Description – Parallel Project / 1 Level Scheme

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor’s bullpen which will utilize approximately 920 gross square feet(gsf) of existing space and provide 7,050 gsf of new space to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create concourse area aligned with the current 3rd base line concourse level.

We will design the structure of this project to allow for the future construction of additional levels described in Alternate A3 – Multi-Level Outfield Building of the schematic design drawings and narratives.

Program – Parallel Project / 1 Level Scheme

The program will include spaces typically expected to support the needs of a visitor’s locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 11-January 2024) provided to the Architect by the Team, as shown in the schematic design drawings/narratives, and as approved during a preliminary review by MLB.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and finish at times upon which both Parties mutually agree. Currently, we estimate the duration of the design development phase to be 95 days. The budget review process between the DD and CD phases is estimated to be 28 days with approval to move to the next phase not known as this time. The Construction Document Phase is anticipated to take 110 days.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A1: Limits of the work.

THE DESIGN TEAM **will provide** design services from the back of the curb inward within the Limits of the Work. At the perimeter this includes small amounts of the following: drainage design, sidewalk, trees, tree grates, site Irrigation (minor modifications), field irrigation(near footprint of building- minor modifications if determined to be required), streetlights and new curbs /walks (internal to the ballpark). The path allowing for 360-degree circulation by pedestrians around the stadium within the grounds of the venue will be modified within the extents of the project area and designed to maintain connectivity. In addition, site furnishings (expected to be limited - benches, trash receptables, etc.) will be specified by the design team.

The DESIGN TEAM **will not provide** design of any field lighting, field irrigation systems(major), scoreboard design, any new roadways, curbs, major modifications or any additions to the existing storm water systems (concerning major piping, retention and or water quality) servicing the stadium or surrounding development, traffic signals and controls (if required), parking signage (post mounted signage with instructions on time limits, available hours of parking, etc.), sewers and storm inlets outside the construction limits, nor will the design team design major changes to the existing stadium to support the needs of the proposed outfield building.

END OF EXHIBIT A

Exhibit B1– SCOPE OF WORK**Design Development phase**

18 April 2024

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
 Madison Multi-purpose Stadium – Outfield Building

DESIGN DEVELOPMENT PHASE**Design Team Deliverables/Tasks/Services**Architectural Design

- Building floor plans, reflected ceiling plans, exterior elevations, building sections, major wall sections, major interior elevations and schedules
- Interior Design including selection of finish materials and an interior design floor plan and schedules
- Graphics and wayfinding signage concept designs
- Site Planning, including grading and hardscape to the limits of the work

Structural Engineering

- Frame Design including floors, columns, beams and bracing
- Structural concrete design including floors and retaining walls

Mechanical, Electrical, Plumbing, Fire Protection

- HVAC design and code required energy design
- Electrical design including site electrical within the limits of the LIMITS OF THE WORK
- Plumbing Design
- Grease Interceptor Design
- Food Service utility distribution plans, not including portable services
- Fire Protection design to include areas to be sprinklered and alarmed (actual working drawings showing head locations, etc. will be completed by the Fire Protection Contractor per a performance specification)
- Design for in wall conduit (with pull strings) and j-box for data/phone/security camera and access control devices
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demarc locations or to the existing rooms in the existing facility
- Gas will be indicated to be brought to a new meter (location to be determined)
- Electrical service will be coordinated with the local utility provider to determine the location of transformer and other necessary electrical support equipment (main switch and meter).

Civil Engineering / Landscape Architecture

- Develop grading design/review with Architect
- Design utility extension from point of service to 5' from building for sanitary (sewer), water for domestic and fire protection
- The Civil/Landscape package will include site plan, grading and drainage plan, utility plan and fire access plan
- Irrigation / Plant selection for landscape areas (expected to be minor in nature) – both via identification of allowance for each in the narrative.

- The Civil/Landscape package will include DD Phase level site plan layout, grading and drainage plan, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details,
- These DD Phase documents will be utilized to allow for the Civil Engineer to engage in preliminary meetings or submittals with the needed AHJs to discuss the necessities of the project. These meetings will include, but may not be limited to, meetings with the Fire Marshal, Utility providers, and City Agencies which may have jurisdiction and requirements for the scope of work of the project. The level of the documents for this phase are not intended to be for final submittal to the City of Madison but will be at approximately a level of 50% of completion of final CD Phase documents.

Outline Project Manual / Specifications

- The Design Team will provide DD Level Project Manual to outline specifications on major systems, major systems, and procedures in book form or on the drawings as appropriate based on items being communicated. The Architect will work with the Owner to discuss and include appropriate front-end Owner provided information.

Food Service

- Design Development equipment plan showing equipment, flow of personnel and goods, equipment specifications, coordination with MPE FP Engineers

Code Review

- Architect – provide egress plans and design level code review of the new building.
- Architect – Review the design development level Life Safety plans with the city plans reviewer and fire marshal (a meeting occurred during SD to discuss Life Safety/ Fire Truck Access/hydrant locations and a preliminary letter of approval was provided by the Fire Marshal)
- Civil Engineer – Provide Fire Access plans for review with Madison Fire and Rescue

FF and E Design

- Furniture Fixtures and Equipment (FF&E) design, review and update SD Phase furniture and equipment selections/scoping documents with the City and Team
- Update initial FF & E detailed listing of furniture and equipment
- Update conceptual estimate and FF & E for budgetary purposes

Audio-Visual Designer

- Audio Visual Design- review and update SD Phase Audio Visual system and component selections/scoping documents with the City and Team
- Update initial list and components and needs for the Audio-Visual systems and equipment
- Update conceptual estimate and FF & E for the Audio-Visual systems and equipment
- Provide Design Development Level Drawings indicating locations of needed system elements and components

Scope of Work

Architect and Design Team (The Architect)

- The Architect shall prepare documents for the current phase, based on the program and scope approved by the City at the end of the previous phase, sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical, plumbing, fire-protection and other special necessary systems as outlined in the Design Team Services.
- The Architect shall coordinate during the architectural design process with the Owner’s, the Team’s, and the Architect’s consultants.
- The Architect will prepare interior finish boards with the proposed materials for review and comment. Final selections will be made during the Construction Document Phase.
- The Architect will present Graphics and Way-finding signage designs for review, comment, and coordination.
- The Architect shall prepare and submit materials, attend meetings, and make presentations required to obtain City and Team approval.
- The Architect shall review the design with the City and Team and adjust, as necessary.
- The Architect shall meet with the AHJs (authorities having jurisdiction) to discuss the design and make adjustments needed per the building code.
- The Architect shall review the design with the registered accessibility expert and make modifications as needed.
- After completion of the Design Development Phase, the Architect will submit the document set to the City, and the Team.
- If desired, the design team will participate in reviews of the documents with the City, and the Team.
- The Architect shall work with the City’s Facility Manager to review the budgeting/estimate provided by consultants of the City and review with the City and the Team.
- If the cost estimate exceeds the allowable budget, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owner’s Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, and the Architect shall incorporate the accepted Value Engineering Opportunities into the design as part of the work of the next phase.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit equipment presentation meeting

The Architect and his Consultants will attend Video Conferencing meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

Excluded Services

Below are items not included in Basic Design Services. Gilbert | McLaughlin | Casella Architects, PLC will, if requested by the City provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Cost Estimating

- Coordination of permitting for the project

- Fly-throughs and Renderings

- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B1

Exhibit B2 – SCOPE OF WORK

Construction Document thru Project Closeout Phases

18 April 2024

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building**

CONSTRUCTION DOCUMENT PHASE

Design Team Deliverables/Tasks/Services

Architect and Design Team (The Architect)

- The Architect and his team members will further develop the documents based on the scope of the previous phase to reflect any comments provided by and any Value Engineering options as accepted and directed by the City to a level which will be appropriate for permitting, bidding and construction of the facility.
- The Architect will work with the Owner to provide review/comment of the City’s selected Contract for Construction as it pertains to required scope of work of the project and industry standard processes for communication and project management responsibilities.
- The Architect will coordinate with consultants of the Owner and Team as necessary though-out the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss materials, signage design, products, FF and E items, gather information and to report on progress and schedule.
- Progress sets of the documents at approximately a level of 50% complete and 90% complete will be issued to the City and the Team to allow for review, comment, and discussion of the progress.
- The Architect and the Design Team will attend meetings to receive comments/discuss the design subsequent to the City and Team reviewing the CD Documents. Based on the extent of the changes requested, revisions will be provided to the documents to respond to the comments or to integrate information being provided.

Civil Engineer

- The Civil Engineer will provide the necessary documents to allow for bidding and construction of the project. This information will include a site plan layout, grading and drainage plans, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details, The site plans will also be submitted to the appropriate utility providers for approval. The Civil Engineer (Mullins) will attend and support meetings for technical review, post technical review and the planning commission.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

Architect: 1 visit for informational gathering meeting

	3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

The Architect and their Consultants will attend Video Conferencing Meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

BIDDING NEGOTIATION / PERMITTING PHASE

Design Team Deliverables/Tasks/Services

- The Architect will attend a pre-bid meeting with the GC and associated Sub-Contractors
- The Architect will coordinate with the City during the bidding process to clarify the scope of work in response to inquiries posed by the bidders.
- The Architect will coordinate with the City during the evaluation of the responses provided by the bidders to assist in determining the awarded bidder.
- The Architect will attend meetings with and or respond to questions/ comments offered by the AHJ who are reviewing the project as part of the permitting process.
- If the bids exceed the allowable budget, based on additional services being approved, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owners Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, the Architect shall incorporate the accepted Value Engineering Opportunities into the documents in preparation for the construction phase of the project.

Meetings

The Architect and Design Team will attend Video Conference Meetings as needed during this period.

CONSTRUCTION ADMINISTRATION PHASE

Design Team Deliverables/Tasks/Services

- The Architect shall, along with participation from the City, review, comment and approve payment applications, shop drawings and submittals.
- The Architect will create and provide site reports during visits to the site for distribution to the City, the Team, the Design Team, and the General Contractor.
- The Architect will provide an agenda and meeting minutes for the Owner Architect General Contractor meetings held during the Construction Administration Phase of the project.

- The Architect will create and issue supplemental information as needed to respond to Requests for Information issued by the City or the General Contractor.
- The Architect and his appropriate Team Members will participate in offering an opinion concerning the recommendations of the Owner's Geotechnical Engineer as it pertains to dewatering plans which may be needed based on the weather conditions which may be present during the commencement of the project.

Meetings and Visits

The Architect will visit the site to view the progress and meet with the City, the Team and the General Contractor every 2 weeks during the construction period, as needed. The Architect will attend Video Conference Meetings at a minimum of every 2 weeks with more provided as needed to keep the project moving forward.

The Design Team will attend Video Meetings as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

Site visits by the architect will be limited to 30 visits during the construction period and 4 during the punch period.

Site visits by Interior Designer, MPE FE Engineers, Civil Engineer, Food Service Consultant, Structural Engineer will be limited to 2 visits during the construction period and 2 during the punch period.

PROJECT CLOSEOUT PHASE

Design Team Deliverables/Tasks

The Architect and his team will modify and compile revisions to the drawings based on field sketches provided by the General Contractor which reflect work as implemented in the field if different than the Construction Documents. This information will be provided to the City, and the Team for their records and to assist in their continued maintenance of the facility.

EXCLUDED SERVICES

Below are items not included in Basic Design Services, but Gilbert | McLaughlin | Casella Architects, PLC will, if requested by the Team and Owner, provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Commissioning Services
- Cost Estimating
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B2

Exhibit C – COMPENSATION FOR SERVICES

18 April 2024

Madison Multi-purpose Stadium – Outfield Building
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

The Owner agrees to pay Gilbert | McLaughlin | Casella Architects, PLC compensation for the Scope of the Project and Scope of Services described in Attachments A, A1, B1 and B2 as follows:

FEES – BASE SCOPE OF SERVICES

Services will be compensated with lump sum limits per phase as follows:

Design Development Phase	\$473,000.00
Construction Document Phase	\$730,000.00
Bid negotiation Phase	\$65,000.00
Construction Administration Phase	\$330,000.00
Project Closeout Phase	\$12,000.00
Total Fee	\$1,610,000.00

(one million, six hundred and ten thousand, zero hundred dollars and zero cents)

REIMBURSIBLE EXPENSES

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

Design Development Phase:	
Estimated Travel Expenses:	\$18,000.00
Survey Allowance (Non-ALTA)	\$1,500.00
Printing:	\$3,000.00
Total Estimated Reimbursable Expenses	\$22,500.00

(twenty two thousand and five hundred dollars and zero cents)

Construction Documents through Project Closeout Phases:	
Estimated Travel Expenses:	\$98,000.00
Printing:	\$15,000.00
Total Estimated Reimbursable Expenses	\$113,000.00

(one hundred thousand and thirteen hundred dollars and zero cents)

ADDITIONAL SERVICES

We will negotiate Additional Services requested by the Client, per occurrence based on the time and hourly rate.

Time Spent(hours) x Hourly Rate(\$/Hour) = Additional Cost

END OF EXHIBIT C

RESOLUTION NO. 2024-093-R**A RESOLUTION AUTHORIZING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR THE TOYOTA FIELD LOCKER ROOM**

WHEREAS, on September 25, 2023, the City Council of the City of Madison, Alabama authorized Resolution No. 2023-311 executing a Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for professional engineering consulting services for a building proposed in the outfield of the Madison Multi-purpose Stadium; and

WHEREAS, the Director of Planning and Economic Development for the City of Madison, has recommended that the City consider a proposed amendment to the scope of the original contract to expand the scope of services to include engineering and design services for the Toyota Field Visitor Room.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for professional engineering consulting services for the Toyota Field Visitor Room, said Amended Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment Number One" dated March 20, 2024 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 amended agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Gilbert, McLaughlin, Casella Architects in a total amount not to exceed six hundred and eight thousand five hundred dollars (\$608,500) to be paid from the Multi-use Venue Maintenance Fund budget.

READ, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, on this 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

20 March 2024

Mary Beth Broeren
 City of Madison, Director of Planning
 Madison City Hall
 100 Hughs Road
 Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect
Madison Multi-purpose Stadium – Outfield Building- 1 Level

Amendment No. 1 for Design Development Phase, Construction Document Phase, Bid Negotiation Phase, Construction Administration Phase and Project Closeout Phase

GILMC Project # 202304.01 TFH

Dear Mary Beth,

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 1 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Design Development through Project Closeout Phases for the above project.

Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, landscape, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the budgeting drawings and narratives provided during the schematic design phase. In addition, we will provide professional services as outlined in the scoping and/or budgeting documents for furniture selection and procurement, it, access control/security camera system, and signage design developed during the schematic design phase.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, Exhibit A1-Limits of the Work and B-Scope of Services, all made part of this amendment.

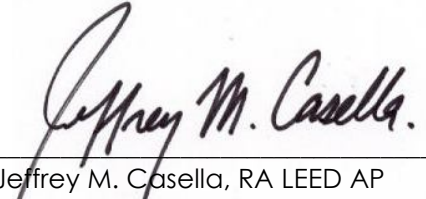
The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Attachment C Compensation for Services and is made part of this amendment.

If you agree with this amendment, please sign below. The terms of the executed agreement between Gilbert McLaughlin Casella Architects, PLC and the City of

Madison Alabama will remain in place for this amendment. This amendment is valid for (45) days from the date above after which the Architect reserves the right to review and /or renegotiate the fees for the required services with the Owner. We are pleased to continue working with you and the City of Madison on this exciting project. Please call me with any questions you may have.

Accepted by Architect:

Accepted by Owner:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: **20 March 2024**

Signature/Title:

Printed Name:

Date:

Exhibit A – SCOPE OF THE PROJECT**20 March 2024****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758****Madison Multi-purpose Stadium – Outfield Building/ 1 Level****General Description**

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor's bullpen which will utilize approximately 920 gross square feet (gsf) of existing space and provide 7,050 gsf of new space to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create concourse area aligned with the current 3rd base line concourse level.

We will design the structure of this project to allow for the future construction of additional levels described in Alternate A3 – Multi-Level Outfield Building of the schematic design drawings and narratives.

Program

The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 11- January 2024) provided to the Architect by the Team, as shown in the schematic design drawings/narratives, and as approved during a preliminary review by MLB.

Design of a parking area to support the visiting team buses within the Limits of the Work or coordination with the City of Madison and their selected developer concerning on street parallel space bus drop off and pick up will be included.

The Owner has directed the Architect that the design services for parking to support fans and staff of the new building will not be necessary.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and finish at times upon which both Parties mutually agree. Currently, we estimate the duration of the design development phase to be 85 days. The budget review process between the DD and CD phases is estimated to be 28 days with approval to move to the next phase not known as this time. The Construction Document Phase is anticipated to take 90 days.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A1: Limits of the work.

THE DESIGN TEAM **will provide** design services from the back of the curb inward within the Limits of the Work. At the perimeter this includes small amounts of the following: drainage design, sidewalk, trees, tree grates, site Irrigation (minor

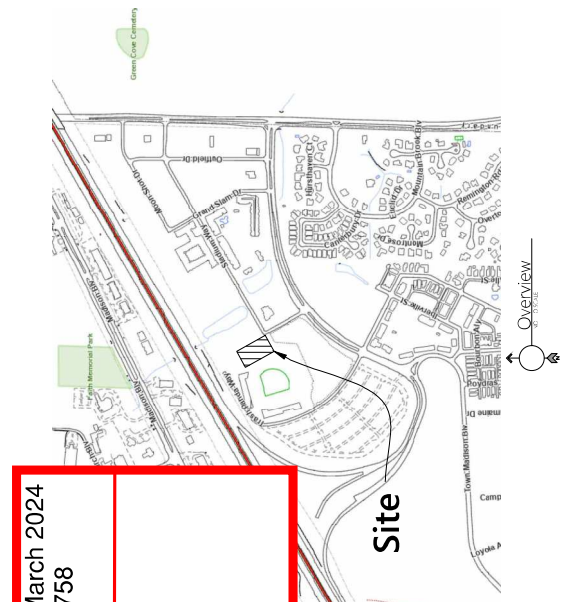
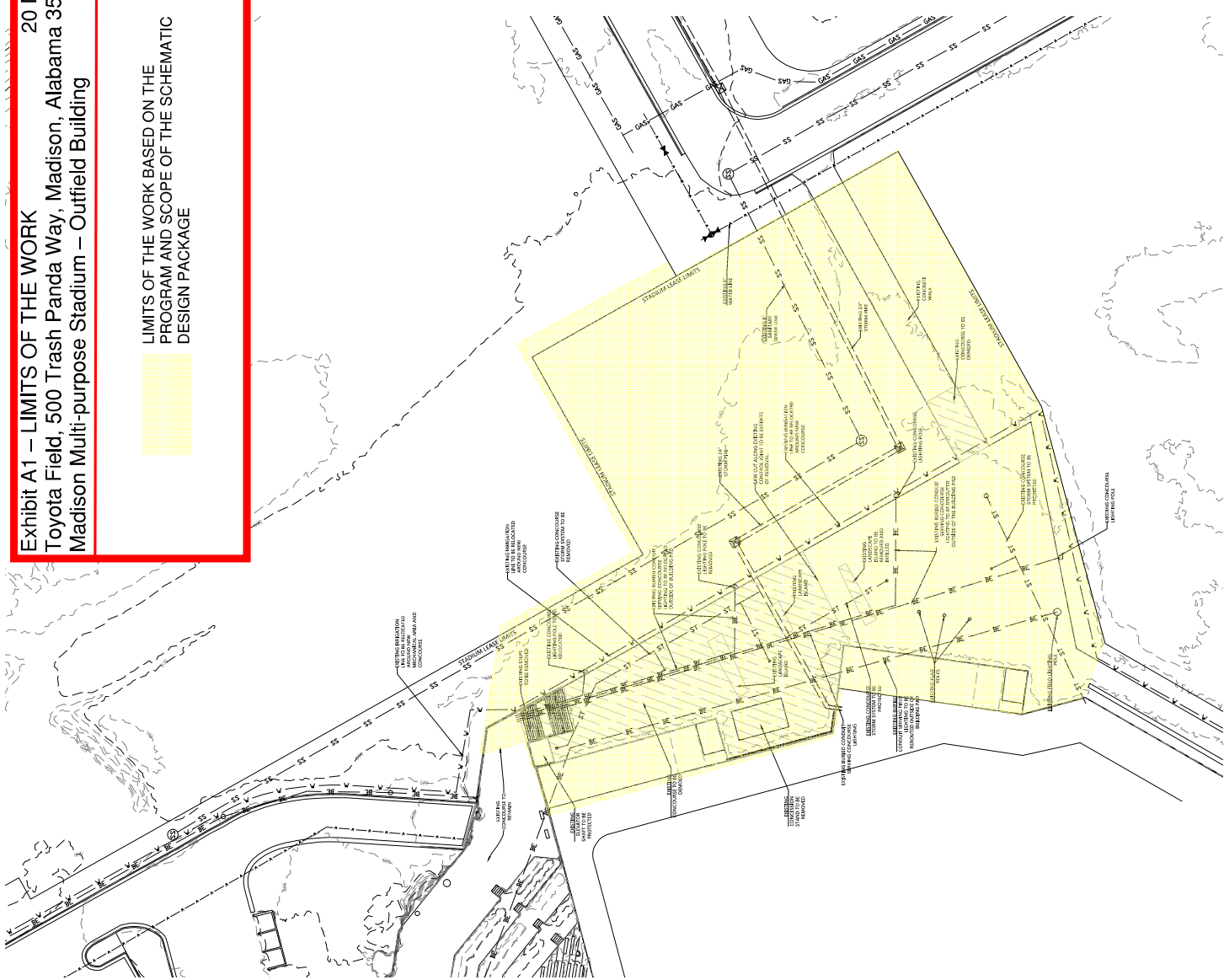
modifications), field irrigation (near footprint of building- minor modifications if determined to be required), streetlights and new curbs /walks (internal to the ballpark). The path allowing for 360-degree circulation by pedestrians around the stadium within the grounds of the venue will be modified within the extents of the project area and designed to maintain connectivity. In addition, site furnishings (expected to be limited - benches, trash receptables, etc.) will be specified by the design team.

The DESIGN TEAM **will not provide** design of any field lighting, field irrigation systems(major), scoreboard design, any new roadways, curbs, major modifications or any additions to the existing storm water systems (concerning major piping, retention and or water quality) servicing the stadium or surrounding development, traffic signals and controls (if required), parking signage (post mounted signage with instructions on time limits, available hours of parking, etc.), sewers and storm inlets outside the construction limits, nor will the design team design major changes to the existing stadium to support the needs of the proposed outfield building.

END OF EXHIBIT A

Exhibit A1 – LIMITS OF THE WORK 20 March 2024
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building

LIMITS OF THE WORK BASED ON THE PROGRAM AND SCOPE OF THE SCHEMATIC DESIGN PACKAGE



CITY OF MADISON, AL | MULTI-PURPOSE STADIUM – OUTFIELD BUILDING – PARTS A&B
 500 Trash Panda Way
 Madison, AL 35758
 GILBERT | MCLAUGHLIN | CASSELLA Architects
 2305 Kirtland Avenue, Suite 200, Northville, TN 37138
 T: 615.322.9649 F: 615.429.2093
 www.gilbertmclaughlin.com

MULLINS, LLC
 CIVIL ENGINEERING ARCHITECTURE INTERIOR DESIGN
 10000 Highway 100, Suite 100, Northville, TN 37138
 (615) 690-0101

ISSUED: 01.18.2024
 PROJECT #: 2023004 ITS

PRELIMINARY
 NOT FOR CONSTRUCTION
 SCHEMATIC DESIGN
 PHASE SET
 PRICING SET

CIVIL SITE PLAN
 EXISTING CONDITIONS

ALABAMA
 REGISTERED PROFESSIONAL ENGINEER
 No. 10000
 GILBERT | MCLAUGHLIN | CASSELLA

SCALE: 1" = 30'
 0 20 40 80

Item B.
 C2.0

Exhibit B– SCOPE OF WORK**Design Development phase thru Project Closeout Phases** **20 March 2024****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758****Madison Multi-purpose Stadium – Outfield Building / 1 Level Building****DESIGN DEVELOPMENT PHASE****Design Team Deliverables/Tasks/Services**Architectural Design

- Building floor plans, reflected ceiling plans, exterior elevations, building sections, major wall sections, major interior elevations and schedules
- Interior Design including selection of finish materials and an interior design floor plan and schedules
- Graphics and wayfinding signage concept designs
- Site Planning, including grading and hardscape to the limits of the work

Structural Engineering

- Frame Design including floors, columns, beams and bracing
- Structural concrete design including floors and retaining walls

Mechanical, Electrical, Plumbing, Fire Protection

- HVAC design and code required energy design
- Electrical design including site electrical within the limits of the LIMITS OF THE WORK
- Plumbing Design
- Grease Interceptor Design
- Fire Protection design to include areas to be sprinklered and alarmed (actual working drawings showing head locations, etc. will be completed by the Fire Protection Contractor per a performance specification)
- Design for in-wall conduit (with pull strings) and j box for data/phone/security camera and access control devices
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demarc locations or to the existing rooms in the existing facility
- Gas will be indicated to be brought to a new meter (location to be determined)
- Electrical service will be coordinated with the local utility provider to determine the location of transformer and other necessary electrical support equipment (main switch and meter).

Civil Engineering / Landscape Architecture

- Develop grading design/review with Architect
- Design utility extension from point of service to 5' from building for sanitary (sewer), water for domestic and fire protection
- The Civil/Landscape package will include site plan, grading and drainage plan, utility plan and fire access plan

- Irrigation / Plant selection for landscape areas (expected to be minor in nature) – both via identification of allowance for each in the narrative.
- The Civil/Landscape package will include DD Phase level site plan layout, grading and drainage plan, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details,
- These DD Phase documents will be utilized to allow for the Civil Engineer to engage in preliminary meetings or submittals with the needed AHJs to discuss the necessities of the project. These meetings will include, but may not be limited to, meetings with the Fire Marshal, Utility providers, and City Agencies which may have jurisdiction and requirements for the scope of work of the project. The level of the documents for this phase are not intended to be for final submittal to the City of Madison but will be at approximately a level of 50% of completion of final CD Phase documents.

Outline Project Manual / Specifications

- The Design Team will provide DD Level Project Manual to outline specifications on major systems, major systems, and procedures in book form or on the drawings as appropriate based on items being communicated. The Architect will work with the Owner to discuss and include appropriate front-end Owner provided information.

Food Service

- Specification of the minor equipment needs and coordination with the Architect and MPE FP Engineers

Code Review

- Architect – provide egress plans and design level code review of the new building.
- Architect – Review the design development level Life Safety plans with the city plans reviewer and fire marshal (a meeting occurred during SD to discuss Life Safety/ Fire Truck Access/hydrant locations and a preliminary letter of approval provided by the Fire Marshal)
- Civil Engineer – Provide Fire Access plans for review with Madison Fire and Rescue

FF and E Design

- Furniture Fixtures and Equipment (FF&E) design, review and update SD Phase furniture and equipment selections/scoping documents with the City and Team
- Update initial FF&E detailed listing of furniture and equipment
- Update conceptual estimate and FF&E for budgetary purposes

Audio-Visual Designer

- Audio Visual Design- review and update SD Phase Audio Visual system and component selections/scoping documents with the City and Team
- Update initial list and components and needs for the Audio-Visual systems and equipment
- Update conceptual estimate and FF&E for the Audio-Visual systems and equipment
- Provide Design Development Level Drawings indicating locations of needed system elements and components

Scope of Work

Architect and Design Team (The Architect)

- The Architect shall prepare documents for the current phase, based on the program and scope approved by the City at the end of the previous phase, sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical, plumbing, fire-protection and other special necessary systems as outlined in the Design Team Services.
- The Architect shall coordinate during the architectural design process with the Owner's, the Team's, and the Architect's consultants.
- The Architect will prepare interior finish boards with the proposed materials for review and comment. Final selections will be made during the Construction Document Phase.
- The Architect will present Graphics and Wayfinding signage designs for review, comment, and coordination.
- The Architect shall prepare and submit materials, attend meetings, and make presentations required to obtain City and Team approval.
- The Architect shall review the design with the City and Team and adjust, as necessary.
- The Architect shall meet with the AHJs (authorities having jurisdiction) to discuss the design and make adjustments needed per the building code.
- The Architect shall review the design with the registered accessibility expert and make modifications as needed.
- After completion of the Design Development Phase, the Architect will submit the document set to the City, and the Team.
- If desired, the design team will participate in reviews of the documents with the City and the Team.
- The Architect shall work with the City's Facility Manager to review the budgeting/estimate provided by consultants of the City and review with the City and the Team.
- If the cost estimate exceeds the allowable budget, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owner's Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities

to the Architect, and the Architect shall incorporate the accepted Value Engineering Opportunities into the design as part of the work of the next phase.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting
	3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

The Architect and their Consultants will attend Video Conferencing meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

**CONSTRUCTION DOCUMENT PHASE
Design Team Deliverables/Tasks/Services**

Architect and Design Team (The Architect)

- The Architect and his team members will further develop the documents based on the scope of the previous phase to reflect any comments provided by and any Value Engineering options as accepted and directed by the City to a level which will be appropriate for permitting, bidding and construction of the facility.
- The Architect will work with the Owner to provide review/comment of the City's selected Contract for Construction as it pertains to required scope of work of the project and industry standard processes for communication and project management responsibilities.
- The Architect will coordinate with consultants of the Owner and Team as necessary through-out the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss materials, signage design, products, FF&E items, gather information and to report on progress and schedule.

- Progress sets of the documents at approximately a level of 50% complete and 90% complete will be issued to the City and the Team to allow for review, comment, and discussion of the progress.
- The Architect and the Design Team will attend meetings to receive comments/discuss the design subsequent the City and Team reviewing the CD Documents. Based on the extent of the changes being requested, revisions will be made to the documents to respond to the comments or to integrate information being provided.

Civil Engineer

- The Civil Engineer will provide the necessary documents to allow for bidding and construction of the project. This information will include a site plan layout, grading and drainage plans, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details. The site plans will also be submitted to the appropriate utility providers for approval. The Civil Engineer (Mullins) will attend and support meetings for technical review, post technical review and the planning commission.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

Video Conferencing meetings will be held and attended to by the Architect and their Consultants with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services

**BIDDING NEGOTIATION / PERMITTING PHASE
Design Team Deliverables/Tasks/Services**

- The Architect will attend a pre-bid meeting with the GC and associated Sub-Contractors

- The Architect will coordinate with the City during the bidding process to clarify the scope of work in response to inquiries posed by the bidders.
- The Architect will coordinate with the City during the evaluation of the responses provided by the bidders to assist in determining the awarded bidder.
- The Architect will attend meetings with and or respond to questions/ comments offered by the AHJ who are reviewing the project as part of the permitting process.
- If the bids exceed the allowable budget, based on additional services being approved, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owners Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, the Architect shall incorporate the accepted Value Engineering Opportunities into the documents in preparation for the construction phase of the project.

Meetings

- The Architect and Design Team will attend Video Conferencing Meetings as needed during this period.

CONSTRUCTION ADMINISTRATION PHASE

Design Team Deliverables/Tasks/Services

- The Architect shall, along with participation from the City, review, comment and approve payment applications, shop drawings and submittals.
- The Architect will create and provide site reports during visits to the site for distribution to the City, the Team, the Design Team, and the General Contractor.
- The Architect will provide an agenda and meeting minutes for the Owner Architect General Contractor meetings held during the Construction Administration Phase of the project.
- The Architect will create and issue supplemental information as needed to respond to Requests for Information issued by the City or the General Contractor.
- The Architect and his appropriate Team Members will participate in offering an opinion concerning the recommendations of the Owner's Geotechnical Engineer as it pertains to dewatering plans which may be needed based on the weather conditions which may be present during the commencement of the project.

- The Architect will participate in meetings after substantial completion needed to create and compile punch list items after the General Contractor assembles and presents a list of outstanding work to be corrected or completed to the City, the Team and the Architect.

Meetings and Visits

The Architect will visit the site to view the progress and meet with the City, the Team and the General Contractor every 2 weeks during the construction period as needed. The Architect will attend Video Meetings at a minimum of every 2 weeks with more provided as needed to keep the project moving forward. The Design Team will attend Video conference Meetings as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

- Site visits by the architect will be limited to 20 visits during the construction period and 4 during the punch period.
- Site visits by Interior Designer, MPE FE Engineers, Civil Engineer, Food Service Consultant, Structural Engineer will be limited to 2 visits during the construction period and 2 during the punch period.

PROJECT CLOSEOUT PHASE

Design Team Deliverables/Tasks/Services

- The Architect and their team will modify and compile revisions to the drawings based on field sketches provided by the General Contractor which reflect work as implemented in the field if different than the Construction Documents. This information will be provided to the City, and the Team for their records and to assist in their continued maintenance of the facility.

EXCLUDED SERVICES

Below are items not included in Basic Design Services, but Gilbert | McLaughlin | Casella Architects, PLC will, if requested by the City, provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Commissioning Services
- Cost Estimating
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B

Exhibit C – COMPENSATION FOR SERVICES

20 March 2024

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building / 1 Level Building**

The Owner agrees to pay Gilbert | McLaughlin | Casella Architects, PLC compensation for the Scope of the Project and Scope of Services described in Exhibits A, A1 and B as follows:

FEES – BASE SCOPE OF SERVICES

Services will be compensated with lump sum limits per phase as follows:

Design Development Phase	\$140,000.00
Construction Document Phase	\$205,000.00
Bid negotiation Phase	\$24,000.00
Construction Administration Phase	\$115,000.00
<u>Project Closeout Phase</u>	<u>\$9,000.00</u>
Total Fee	\$493,000.00

(four hundred ninety-three thousand dollars and zero cents)

REIMBURSIBLE EXPENSES

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

Design Development Phase:

Estimated Travel Expenses:	\$18,000.00
Survey Allowance (Non-ALTA)	\$1,500.00
<u>Printing:</u>	<u>\$3,000.00</u>
Total Estimated Reimbursable Expenses	\$22,500.00

(twenty two thousand and five hundred dollars and zero cents)

Construction Documents through Project Closeout Phases:

Estimated Travel Expenses:	\$78,000.00
<u>Printing:</u>	<u>\$15,000.00</u>
Total Estimated Reimbursable Expenses	\$93,000.00

(ninety three thousand and zero cents)

ADDITIONAL SERVICES

We will negotiate Additional Services requested by the City per occurrence based on the time and hourly rate.

Time Spent(hours) x Hourly Rate(\$/Hour) = Additional Cost

END OF EXHIBIT C

RESOLUTION NO. 2024-112-R

**A RESOLUTION AUTHORIZING AGREEMENT WITH
PARAGON HERITAGE, LLC**

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 Paragon Heritage, LLC, for professional services for the preparation of grant applications supporting the rehabilitation of the Farley-Wann House located at 225 Mill Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Letter of Agreement for Consulting Services," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Paragon Heritage, 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 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama



PARAGON HERITAGE LLC

Letter of Agreement for Consulting Services

This agreement for services is entered into by and between **Paragon Heritage, LLC** (“Consultant”) and the **City of Madison, Alabama** (“City”) for the provision of historic preservation consulting services. Specifically, **Paragon Heritage, LLC** will provide grant application services supporting the rehabilitation of the Farley-Wann House located at 225 Mill Road, Madison, AL 35758 (“Property”).

1. Scope of Work

Under this agreement, Consultant will undertake the following work:

- ◇ Research current historic preservation grants available for the Property;
- ◇ Track deadlines and grant cycles to ensure timely application thereto;
- ◇ Collate and curate supporting information required for said grants;
- ◇ Research/develop the history of the Property as needed for required detail in application(s);
- ◇ Prepare and submit four (4) historic preservation grant applications for the Property;
- ◇ Track status of application(s) and keep the City apprised of any developments/updates;
- ◇ Act as point of contact with the granting organization for the duration of the application & review process.

2. Fee:

Consultant will undertake the work outlined above for a flat rate of \$800. This will be paid in two installments of \$400, with the first 50% payment due upon receipt of invoice, and the final payment due upon completion of the project.

Should the scope of work expand beyond that envisioned above, any additional work will be billed at a rate of \$60.00/hr.

3. Schedule:

Consultant will work with the City to determine an appropriate schedule based on wider project requirements and needs, and which is tied to specific grant cycles. All work is anticipated to be completed within twelve (12) months of the date of this agreement.

4. Termination:

This agreement may be terminated, in writing, by either party subject to the delivery by the Consultant of any outstanding completed work, and payment by the City of any fees due for services rendered.

5. Arbitration:

Parties agree that any disputes arising under this agreement will be resolved through binding arbitration, by a mutually agreed mediator from the American Arbitration Association.

6. Confidentiality

Any reports, information, data, memoranda, or documents in any form – electronic or otherwise – prepared or assembled by the Consultant under this agreement shall remain the property of the City, even if in the possession of the Consultant, and the Consultant shall maintain confidential all of such information, unless required by this agreement, or specifically authorized in writing by the City.

7. Controlling Law:

This agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

Signed:

Tristram Evans for Paragon Heritage, LLC

Date

Authorized Signatory for City of Madison, AL

Date

RESOLUTION NO. 2024-122-R**RESOLUTION APPROVING CHANGE ORDER NUMBER ONE
TO PROJECT NO. 2023-009 REMOVING A WEED BARRIER
FROM THE SCOPE OF THE CONTRACT FOR BALL FIELD
FENCING**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the construction of fencing for ballfields adjacent to the Public Safety Annex; and

WHEREAS, pursuant to Resolution No. 2023-348, the City Council of the City of Madison, Alabama approved an award of the Bid for Project No. 2023-009 to Howell Fencing that included a requirement that Howell Fencing install a weed barrier for the fields; and

WHEREAS, due to a scheduling conflict between Howell Fencing and demolition of the older fences, Howell Fencing prepared the field without allowing for a weed barrier to be properly accounted for and installed; and

WHEREAS, the Director of the City of Madison's Recreation Department, Kory Alfred, has requested that the requirement for a weed barrier be removed from the contract with Howell Fencing pursuant to a Change Order Number One; and

WHEREAS, The City intends to seek another contractor to complete the weed barrier for an estimated cost of two thousand dollars (\$2,000) and so reduce the amount of the contract with Howell Fencing by this same figure.

NOW BE IT HERBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council finds that the justifications set forth establish that proposed Change Order Number One is appropriate; 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 to execute any and all documentation necessary to enforce and comply with the terms of Change Order Number One; and

BE IT FURTHER RESOLVED that the original contract between the City and Howell Fencing is hereby amended to remove any provisions for the construction and payment for a weed barrier from the scope of Bid for Project No. 2023-009, and that all other actions taken prior to the date of this resolution are ratified, and all other provisions of the original contract remain unchanged.

READ, PASSED AND ADOPTED this 22nd day of April 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACT CHANGE ORDER NO. 1

DATE: April 22, 2024

Bid Number: 2023-009-ITB

Project Title: Hexagon Ballfield Fence Installation

The parties to this Contract, awarded on October 23, 2023, by the City of Madison, Alabama (herein "the City") to Howell Fencing for the in installation of fencing at the ballfields adjacent to the City's Public Safety Annex, agree said Contract shall be amended as follows:

- 1. *Howell Fencing shall be relieved of its obligation to repair/correct/install a weed barrier to the ballfields as described and contemplated in the original Invitation to Bid and the final executed contract for this Project.*
- 2. *The original compensation of \$231,681.84 shall be reduced by two thousand dollars for the removal of the weed barrier component; therefore, the original contract price is now herby amended to not exceed \$229,681.84.*

This contract modification constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this contract modification, the Contractor hereby states its understanding of the intent and purpose of this Change Order and agrees that the modification represents a plausible and equitable adjustment to the Contract.

THE ABOVE PREMISES CONSIDERED, the Contractor and the City hereby agree to the terms of this Change Order Number One as contained herein.

HOWELL FENCING

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

By: _____

Paul Finley, Mayor

Its: _____

Date: _____

Date: _____

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

