



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

AGENDA NO. 2024-01-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 Troy Garner of Fellowship of Faith Church

3. PLEDGE OF ALLEGIANCE

A. Led by Cub Scout Troop 350

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-24-RG, dated December 18, 2023

7. PRESENTATIONS AND AWARDS

A. Madison Station Historic Preservation Society announce the winners of the 2023 Madison Station Polar Express Christmas on Main - Presented by Debbie Overcash

B. Madison Christmas Parade Awards, presented by Debbie Overcash

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. 2024-001-R:** Authorizing a Property Use Agreement with Sumitomo Rubber USA, LLC d/b/a Dunlop Tire for police emergency driver training (no cost to the City)
- C. **Resolution No. 2024-002-R:** Providing for the disposition of personal property of negligible value (cameras), formerly used by the Police Department, via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances
- D. **Resolution No. 2024-003-R:** Approving an Annual Appropriation Agreement with Getting Real About Mental Illness for FY 2024 in the amount of \$2,500 (to be paid from General Operating account)
- E. **Resolution No. 2024-004-R:** Approving an Annual Appropriation Agreement with Global Ties for FY 2024 in the amount of \$2,500 (to be paid from General Operating account)
- F. **Resolution No. 2024-010-R:** Authorizing a renewal agreement with ESO in the amount of \$495.00 for subscription to historical data (to be paid from Fire Department budget)
- G. **Resolution No. 2024- 016-R:** Authorizing a Change Order to the agreement for installation of the Pickleball Field lighting at Wellness Center (\$71,900 to be paid from Recreation Budget)
- H. Acceptance of donations from L. Tucker in the amount of \$30.00, J. Caldwell in the amount of \$500.00, and St. John the Baptist Catholic Church in the amount of \$2,000.00 (to be deposited into Senior Center Donations account)
- I. Acceptance of anonymous donation in the amount of \$100.00 for use by the Recreation Department (to be deposited into the Recreation Department Donation Account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Mike Potter to Place 7 of the Municipal Cemeteries Committee with a term expiration of January 9, 2028

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2024-005-R:** Request for a Special Retail - More Than 30 Days - Alcohol License from Madison Crossings LLC., doing business as Monark Grove Madison for their location at 11260 County Line Road

13. DEPARTMENT REPORTS

COURT

- A. **Resolution No. 2024-012-R:** Authorizing renewal of an agreement with Madison County for the housing of inmates for 2024

ENGINEERING

- A. Annual Report and Presentation on Rebuild Alabama Gas Tax Funds
- B. **Resolution No. 2024-009-R:** Awarding of Bid No. 2023-012-ITB, Tree Removal Services, to Tree Worx, LLC, in the amount of \$33,897.00 (to be paid from Engineering Department budget)
- C. **Resolution No. 2024-014-R:** Authorizing an amendment to the Professional Services Agreement with Barge Design Solutions, for construction, engineering and inspection services on Project 19-047 | Wall Triana Highway from Graphics Drive to I-565 (ATRIP2-45-2020-327) in an amount not to exceed \$14,347.95 (to be paid from Engineering Department budget)
- D. **Proposed Ordinance No. 2024-015:** Amendment to the City's Flood Ordinance (First Reading)

FIRE & RESCUE

- A. **Resolution No. 2024-008-R:** Authorizing a Facilities Use Agreement with Madison City Schools for the city to use the Discovery Middle School Gym and North Parking Lot on February 24, 2024 from 7:00 AM - 3:00 PM for ReadyFest 2024 (no cost to the City)

PLANNING

- A. **Proposed Ordinance No. 2023-419:** Vacation of utility and drainage easement located within Tract 4 and Tract 5 of the Final Plat of Bellawoods Subdivision - Phase 1 (First Reading 12/18/2023)
- B. **Proposed Ordinance No. 2024-011:** Vacation of utility and drainage easement located within Tract N-3 of the Final Plat of Town Madison Subdivision - Phase 13 (First Reading)

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. 2023-24-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
December 18, 2023**

The Madison City Council met in regular session on Monday, December 18, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Pro Tempore John Seifert.

Pastor John Dees from Crosspointe Church provided the invocation followed by the Pledge of Allegiance led by Council President Pro Tempore John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, Director of Parks & Recreation Kory Alfred, Police Captain Mike Allen, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Jennifer Coe

APPROVAL OF MINUTES

MINUTES NO. 2023-23-RG DATED DECEMBER 11, 2023

Council Member Spears moved to approve Minutes No. 2023-23-RG. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

Council Member Connie Spears	Aye
Council Member Maura Wroblewski	Aye
Council Member John Seifert	Aye
Council Member Teddy Powell	Abstain
Council Member Greg Shaw	Absent

Council Member Ranae Bartlett
Council Member Karen Denzine

Absent
Aye

Motion carried.

PRESENTATIONS AND AWARDS

FIRE DEPARTMENT BADGE PINNING CEREMONY FOR 2023 PROMOTIONS. PRESENTATION OF 35-YEAR PIN TO DAVID GLASSMAN. PRESENTATION OF FIREFIGHTER AWARDS FOR A LIFE-SAVE. FIREFIGHTER OF THE YEAR

Fire Chief Bailey appeared before the Council to recognize the 2024 Driver/Paramedic. The Madison Fire and Rescue Firefighter of the year for 2024 is Driver/Paramedic Luke Hall. A few of the Luke Hall's highlights are as followed:

- Earned the rank of Driver this year
- Two lifesaving awards this year
- Completed Flight Medic/Critical Care class
- Instructor for both EMS Division and the Training Division
- Part of the Health and Safety Committee
- Ran the first call on Fire Medic 1 transporting a 6-month-old, that was not breathing, positive ending situation.

Deputy Fire Chief Williams appeared before the Council to present awards to several people from the Fire Department and Hemsí.

Service Pin

Service pin awarded to David Glassman for thirty-five years of service.

Star of Life

Captain John Galloway
Driver Gage Tolton
Firefighter Curtis Roesner
Firefighter Parker Hill
Hemsí Dale Dowdy
Hemsí Erica Patterson

Unit Citation

Michael Sedlacek

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

On May 18th, 2023, Squad one ladder one and Hemsí responded to a possible cardiac arrest behind City Hall in the newly constructed residential development. The driver checked the patient to check for a pulse and begin CPR. Captain Galloway and Firefighter Hill placed him on a monitor after realizing he was in Ventricular fibrillation.

Fire Chief Bailey and Deputy Fire Chief Brandy Williams appeared before the Council to recognize several members on their successful promotion. To achieve promotion each person

must serve in their current rank for two years and complete a task book to be eligible to sit in the assessment center for the next rank. The task book for each rank is designed to ensure the individual is competent to serve in the next position. The following five members of Madison Fire and Rescue were pinned their new badge by their family member, colleague, or friend which represents the rank that they earned.

- Battalion Chief Chad Menard
- Captain Jonathan Chapman
- Captain John Gallaway
- Captain Matt Rodgers
- Driver Luke Hall

Fire Chief Bailey thanked all members for their dedication to service and their families that support them in all their efforts. A round of applause was given.

PRESENTATION OF AWARDS BY POLICE CHIEF JOHNNY GANDY TO BOTH SERGEANT MICHAEL DIXON AND OFFICER LUKE ALEXANDER. LUKE ALEXANDER IS THE FIRST MADISON OFFICER TO RECEIVE THE DEPARTMENT'S SILVER STAR MEDAL.

Chief Gandy appeared before the Council to recognize two members of the Madison Police Department. The Silver Star is awarded to Department members who perform their duties or are involved in a specific action where control, intelligence and extraordinary bravery are performed, and their act is conducted in an exemplary manner.

Officer Alexander's immediate actions saved an individual from imminent death within a burning vehicle. He provided paramedics with an opportunity to exhaust all life-saving medical interventions they could. His actions in this incident were intelligent, brave, controlled, and heroic. Officer Alexander placed himself in imminent danger and went above and beyond the normal call of duty to provide life saving measures.

Officer Alexander suffered minor injuries and smoke inhalation during his rescue efforts. Officer Alexander's actions are an embodiment of our Mission Statement. "The Madison City Police Department is dedicated to protecting and serving our citizens to the highest standard attainable. Our goal is to enhance the quality of life of every citizen through professional police services".

The Medal of Merit is awarded to individuals who distinguish themselves by showing heroism not justifying the Medal of Valor or Silver Cross, whose performance is substantially above normal, demonstrates a high degree of personal initiative, and who performs highly creditable and intelligent police services of importance to the Department which significantly contributes to the success of the unit, division, or mission of the Madison Police Department.

On August 21, 2022, Sergeant Dixon responded to the area of a reported shooting. Sgt. Dixon ensured all assistance was on-scene at the area in which the shooting took place. Two victims had been shot and succumbed to their wounds, and both were declared deceased.

Sgt. Dixon then began a comprehensive search for two suspects that had reported fled the scene. During this search he noticed a suspicious vehicle that may have been involved in the shooting in the parking lot of the clubhouse Walden Subdivision in the 600 Block of Balch Road. As he pulled into the parking lot to check on the vehicle, he noticed a black male subject coming out of a wooded area nearby. Sergeant Dixon approached the subject and took him

into investigative detention. It was later determined that this subject was the actual shooter of the two victims. Some discarded clothing was found in the woods where the subject had exited. Sergeant Dixon's vigilance and attention to detail led directly to the arrest of the suspect and clearance of this double homicide.

SILVER STAR

Luke Alexander

Around of applause was given.

Council President Pro Tempore John Seifert expressed his thanks to the first responders.

MEDAL OF MERIT

Seargent Michael Dixon

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.*

MARGI DAILY (DISTRICT 6)

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

- Thanked Council for the reflectors and signs on Browns Ferry
- Concerned as to why the city is purchasing large acreage in the last year
- Citizens request for freedom of information

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$664,930.86
Special General Operating Accounts	\$120.09
1/2 Cent Capital Replacement	\$255,721.44
Gasoline Tax & Petroleum Inspection fees	\$1,021.79
Library Building Fund	\$6,120.25

Regular and periodic bills to be paid:

Approving two quotes from Sportgraphics for padding at Toyota Field: Material Quote \$3,703.00 and Installation Quote \$5,700.00 (to be paid from the Multi-Use Venue Maintenance Fund checking)

Authorizing acceptance of Pricing Proposal with Microsoft through SHI for annual licensing of Microsoft Office 365 Apps, Teams, and Exchange Online in the amount of \$69,127.25 (to be paid from Information Technology Department budget)

Authorization of payment to CDG Engineers & Associates Inc. in the amount of \$3,872.50 for work performed on design of a new traffic signal for County Line Road and Royal Drive extension through November 28, 2023, on Project No. 23-008 (Invoice No 2579) (to be paid from Fund 38)

Authorization of payment (Draw #5) to Enfinger Development, Inc. in the amount of \$120,327.75 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)

Resolution No. 2023-363-R: Approving an Annual Appropriation Agreement with Big Brothers Big Sisters of the Tennessee Valley for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)

Resolution No. 2023-364-R: Approving an Annual Appropriation Agreement with the Community Free Dental Clinic for FY 2024 in the amount of \$2,500 (to be Paid from General Operating account)

Resolution No. 2023-365-R: Approving an Annual Appropriation Agreement with the Land Trust of North Alabama for FY 2024 in the amount of \$5,000.00 (to be paid from General Operating account)

Resolution No. 2023-366-R: Approving an Annual Appropriation Agreement with the Madison County Health Department for FY 2024 in the amount of \$30,000 (to be paid from General Operating account)

Resolution No. 2023-367-R: Approving an Annual Appropriation Agreement with the U.S. Space and Rocket Center for FY 2024 in the amount of \$10,000 (to be paid from General Operating account)

Resolution No. 2023-425-R: Authorizing an agreement with Chorba Contracting Corporation for renovations to the Toyota Field Weight/Training Rooms in the amount of \$62,159 (to be paid from the Multi-Use Venue Maintenance Fund Checking)

Resolution No. 2023-427-R: Providing for the disposition of personal property of negligible value, formerly used by the Fire Department, via online auction through GovDeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances

Acceptance of donation from M. Flurer in the amount of \$25 (to be deposited into Senior Center donation account)

Acceptance of a donation from Chambers Bottling Company in the amount of \$60.60 (to deposited into Fire Department donation account)

Council Member Powell seconded. Council Member Denzine asked for additional information pertaining to Resolution No. 2023-425-R. Council Member Denzine asked why the renovations were needed. Council Member Spears clarified that the weight facilities require enhancement to the visitors' clubhouse. Director of Development Services Mary Beth Broeren

clarified that the weight room must be increased in size to meet MLB standards. Director of Services Mary Beth Broeren explained that there is a pony wall that contains steel rods that need to be dug up as well as adding padding and drainage grates that run around the circumference of the field. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

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

- Thanked everyone that came out to Christmas Capers
- Shout out to Debbie Overcash, the Rotary Club, and the Downtown Merchants that participated in Christmas Capers
- Wished everyone a Merry Christmas and Happy New Year

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Wished everyone a Merry Christmas and a Happy New Year

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Thanked the participants downtown that participated in the Christmas Capers
- Shout out to Walt and Larry Anderson
- Thanked Director of Services Mary Beth Broeren for improving the downtown Madison experience

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

Absent

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Expressed the joy of Christmas Capers
- Thanked Debbie Overcash and her team for an excellent job with the holiday event
- Wished everyone a Merry Christmas and safe New Year

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Thanked Parks & Recreation for the flawless season in basketball and in coordinating with the schools
- Wished everyone a Merry Christmas and a Happy New Year

BOARD/COMMITTEE APPOINTMENTS**APPOINTMENT OF HANNAH HUDDLESTON TO PLACE 6 OF THE INDUSTRIAL DEVELOPMENT BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2029**

Council Member Wroblewski nominated Hannah Huddleston to place 6 of the industrial development board with a term expiration of December 31, 2029. There being no further nominations, Ms. Hannah Anderson was appointed by acclamation.

PUBLIC HEARINGS

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

None

DEPARTMENTAL REPORTS**ENGINEERING****RESOLUTION NO. 2023-413-R: AWARD BID NO. 2023-011-ITB, INTERSECTION**

IMPROVEMENTS AT WALL TRIANA HIGHWAY AND GILLESPIE ROAD, TO GRAYSON CARTER & SON CONTRACTING, INC., IN THE AMOUNT OF \$387,127.56 (TO BE PAID FROM CAPITAL FUND: 38-150-000-2941-09)

Council Member Wroblewski moved to approve Resolution No. 2023-413-R. Council Member Spears seconded. Council Member Wroblewski asked if there were going to be crosswalks. City Engineer Michael Johnson clarified that this resolution is to improve pedestrian functions as well as overlap with the MU project. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-414-R: AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GRAYSON CARTER & SON CONTRACTING, INC. IN AN AMOUNT NOT TO EXCEED \$4,095 FOR THE ADDITION OF A HANDRAIL TO THE WING WALL ON PROJECT NO. 22-019 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-414-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-418-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SOMERS CONSULTING SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$28,000 FOR ANALYZING THE TRAFFIC OPERATIONS FOR VARIOUS INTERSECTION SIGNAL TIMING SCENARIOS AND COORDINATION ON PROJECT NO. 24-008 I TIMING ON COUNTY LINE ROAD (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-418-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Maura Wroblewski	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye

Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Absent
Council Member Karen Denzine	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2023-419: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS SUBDIVISION - PHASE 1 (FIRST READING)

This is a first reading only

RESOLUTION NO. 2023-420-R: ACCEPTANCE OF APPROXIMATELY 23 ACRES OF LAND LOCATED SOUTH OF HUNTSVILLE- BROWSFERRY ROAD FOR PARK PURPOSES

Council Member Wroblewski moved to approve Resolution No. 2023-420-R. Council Member Spears seconded. Council President Pro Tempore Seifert asked Director of Parks and Recreation Kory Alfred if the amount of upkeep and maintenance funds were available for 2024. Director of Parks and Recreation Kory Alfred clarified that the funds were available. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2023-426-R: AUTHORIZING A ONE-MONTH LEASE OF PROPERTY LOCATED AT 28600 HUNTSVILLE - BROWNS FERRY ROAD (\$1,500 TO BE PAID BY TENANTS)

Council Member Powell moved to approve Resolution No. 2023-426-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

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

Motion carried.

The meeting was adjourned at 6:54 p.m.

Minutes No. 2023-24-RG, dated December 18th, 2023, read, approved, and adopted this 8th day of January 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

RESOLUTION NO. 2024-001-R**A RESOLUTION AUTHORIZING A PROPERTY USE AGREEMENT WITH
SUMITOMO RUBBER USA FOR MPD EMERGENCY DRIVER TRAINING**

WHEREAS, the City of Madison Police Department requires the use of a test course for emergency vehicle operations driving training, and Sumitomo Rubber USA, LLC (d/b/a Dunlop Tire) has offered the use of its test driving course to the Department at no charge.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a property use agreement with Sumitomo Rubber USA, LLC for the use of its tire test facility; and

BE IT FURTHER RESOLVED that the City Clerk – Treasurer is hereby authorized to appropriately attest the same.

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

Paul Finley, Mayor
City of Madison, Alabama



December 5, 2023

Madison City Police Department
100 Hughes Road
Madison, Alabama 35758

Dear Chief Gandy:

This letter agreement (this “**Agreement**”) is entered into and effective January 1, 2024 (the “**Effective Date**”) and sets forth the terms and conditions whereby Sumitomo Rubber USA, LLC (“**SRUSA**”) grants permission for the Madison Police Department (the “**Department**”) to use its tire test course and facility for driving practice.

1. PROPERTY USE

- 1.1 SRUSA’s tire test facility is located at 3255 Wall Triana Hwy SW, Huntsville, Alabama 35824 (the “**Facility**”)
- 1.2 SRUSA agrees to rent its Facility to the Department on “Open” or non-scheduled tire test days, from 8 am to 4 pm, CST (the “**Rental Period**”). SRUSA reserves the right to cancel due to last minute or urgent tire test needs. The parties agree to cooperate on scheduling, and SRUSA will call or provide e-mail notice to Department’s designated representative as soon as reasonably possible if it intends to reschedule Department activities.
- 1.3 During the Rental Period, the Department shall be the only party renting and using the Facility. The Facility shall be closed to the general public, and SRUSA shall only allow Facility employees access to the Facility during the Rental Period.

2. FEE

- 2.1 SRUSA agrees to allow The Department access to its Facility during the rental period at no charge to The Department, subject to the terms of this Agreement.

3. PROPERTY DAMAGE

The Department shall be responsible for any and all damage to the premises (including without limitation any resources, facilities, premises, or property of SRUSA or the premises) caused by the Department’s activities. Upon such occurrence, SRUSA shall provide written notice to the Department of such damage and proof that the Department’s activities caused the damage, as well as estimated costs associated with repair. Subject to applicable law, the parties will cooperate on repairs and

PO Box 1109, Buffalo, NY 14240-1109
10 Sheridan Drive, Tonawanda, NY 14150
716-879-8200

reimbursements. If SRUSA completes contracting repair work, then it will invoice the Department for such amount and provide contractor invoices to verify the amounts spent. The Department shall either pay or contest such amount within thirty (30) days receipt of such invoice.

No physical alteration to the premises (including without limitation installation or modification of new or existing structures, alteration of any trees or other plants, and disturbance of any ground surface or cover) may be made without SRUSA's prior written consent.

4. **RELATIONSHIP OF THE PARTIES**

This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between SRUSA and the Department for any purpose. The Department has no authority (and shall not hold itself out as having authority) to bind the SRUSA, and the Department shall not make any agreements or representations on SRUSA's behalf without the SRUSA's prior written consent.

5. **CONFIDENTIALITY**

5.1 The Department, on behalf of its employees, representatives, agents, successors and assigns, acknowledges that it may have access to information that is treated as confidential and proprietary by SRUSA, including, without limitation, testing activities, and any trade secrets, technology, information pertaining to business operations and strategies, and the tire testing, pricing, and marketing, marketing, finances, sourcing, personnel or operations of SRUSA, its affiliates or their suppliers or subcontractors, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Department agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of SRUSA in each instance, and not to use any Confidential Information for any purpose. The Department shall notify SRUSA immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

5.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through the Department's breach of this Agreement;

Page 3 of 6
 Madison City Police Department
 December 5, 2023

- (b) is communicated to the Department by a third party that had no confidentiality obligations with respect to such information; or
- (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that the Department has given SRUSA prior notice of such disclosure and an opportunity to contest such disclosure.

5.3 The Department is prohibited from taking pictures or video of SRUSA's property or activities during the Rental Period.

6. REPRESENTATIONS AND WARRANTIES

6.1 SRUSA represents and warrants to the Department that:

- (a) SRUSA has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of SRUSA's obligations in this Agreement;
- (b) SRUSA's entry into this Agreement with the Department does not and will not conflict with or result in any breach or default under any other agreement to which SRUSA may be subject;
- (c) SRUSA shall perform under this Agreement in compliance with all applicable federal, state, and local laws and regulations.

6.2 The Department hereby represents and warrants to SRUSA that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.

7. INDEMNIFICATION

7.1 To the extent allowed by law, the Department shall indemnify and hold harmless the SRUSA and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury or death of any person or damage to real or tangible, personal property resulting from the Department's wilful, wanton, or negligent acts or omissions; and
- (b) The Department's breach of any representation, warranty, or obligation under this Agreement.

8. TERM & TERMINATION

- 8.1 The term of this Agreement shall commence on the Effective Date and shall continue through and until 11:59 p.m. EST on December 31, 2024, unless and until earlier terminated as provided hereunder.
- 8.2 Either party may terminate this Agreement at any time without cause, but in the event of termination shall provide the other party a thirty (30) day notice prior to termination.

9. ASSIGNMENT

The Department shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the SRUSA's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. SRUSA may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

10. MISCELLANEOUS

- 10.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section.
- 10.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and

Page 5 of 6
Madison City Police Department
December 5, 2023

supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

- 10.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 10.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Madison County, Alabama, in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 10.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

SIGNATURE PAGE TO FOLLOW

Page 6 of 6
Madison City Police Department
December 5, 2023

Very truly yours,

SUMITOMO RUBBER USA, LLC

By: David Johansen 12/5/2023
Name: David Johansen
Title: Vice President, Technical

ACCEPTED AND AGREED:

CITY OF MADISON

By:
Name: Paul Finley
Title: Mayor

Attest: _____
Lisa D. Thomas
City Clerk-Treasurer

RESOLUTION NO. 2024-002-R

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

Quantity	Description
1	Pentax IST DL Camera (Serial Number 1106151)
1	Pentax IST DL Camera (Serial Number 1106109)
1	Pentax K110 D Digital Cameral (Serial Number 2195372)
1	Nikon D5000 Digital Camera (Asset Tag 05203)
1	Nikon D3200 Digital Camera (Asset Tag 04924)

; and

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and herby is directed to advertise a date for a sale at which time said property may be offered for public sale through GOVDEALS. (free or as determined by the City Clerk). The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any certificates of title on such property upon receipt of payment of the purchase amount from the purchaser of said property to the extent necessary to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 8th day of January 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 12/12/2023

Department: Police

Item Description: Pentax IST DL Camera

Serial/Model #: 1106109

New: ☐ Used: ☐

Location: Special Ops - Traffic

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature:
(Department Head or Designee)

12/12/2023

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: **12/12/2023**

Department: **Police**

Item Description: **Pentax K110 D Digital Camera**

Serial/Model #: **2195372**

New: ☐ Used: ☐

Location: **Special Ops - Traffic**

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____ Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: (Department Head or Designee) _____

12/12/2023

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: _____

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD: _____

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO: _____

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: **12/12/2023**

Department: **Police**

Item Description: **Pentax IST DL Camera**

Serial/Model #: **1106151**

New: ☐ Used: ☐

Location: **Special Ops - Traffic**

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: (Department Head or Designee) _____

12/12/2023

Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 05203
(Existing Assets Number)

Section 2

Date: 12/12/2023

Department: Police

Item Description: Nikon D5000 Digital Camera

Serial/Model #: _____ New: ☐ Used: ☐

Location: Special Ops - Traffic

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: [Signature]
(Department Head or Designee)

12/12/2023
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 04924

(Existing Assets Number)

Section 2

Date: 12/12/2023

Department: Police

Item Description: Nikon D3200 Digital Camera

Serial/Model #:

New: ☐

Used: ☐

Location: Special Ops - Traffic

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: [Signature]
(Department Head or Designee)

12/12/2023

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2024-003-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH GETTING REAL ABOUT
MENTAL ILLNESS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Getting Real About Mental Illness for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Two thousand Five hundred dollars (\$2,500.00)** for FY 2024.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between **GETTING REAL ABOUT MENTAL ILLNESS** (hereinafter “GRAMI”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, GRAMI will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that GRAMI shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to GRAMI the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. GRAMI pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, GRAMI agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by GRAMI.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by GRAMI regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of GRAMI, nor shall GRAMI at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, GRAMI being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of GRAMI and that officers, employees, and any other agents of GRAMI are not nor shall they be deemed to be officers, employees, or agents of the City.
7. GRAMI is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. GRAMI hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or GRAMI may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. GRAMI agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

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

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

Notary Public

EXHIBIT A

Getting Real About Mental Illness (GRAMI) is pleased to partner with the City of Madison and intends to use the FY24 funding by providing:

Any First Responder who has suffered trauma in the city of Madison to include:

Madison City Fire Department
Madison City Police
Madison Police Dispatch
Huntsville Emergency Medical Services (HEMSI)

This funding will allow our First Responders to seek a private, fully licensed therapist with no financial cost to the First Responder to include co-pays.

In addition, GRAMI will continue to develop marketing materials and provide seminars to local health and wellness, civic groups and community leadership to educate and de-stigmatize mental illness

RESOLUTION NO. 2024-004-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH GLOBAL TIES FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Global Ties for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Two thousand Five hundred dollars (\$2,500.00)** for FY 24.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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§
§

AGREEMENT

THIS AGREEMENT IS MADE between **GLOBAL TIES** (hereinafter “GT”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, GT will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that GT shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to GT the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. GT pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, GT agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by GT.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by GT regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of GT, nor shall GT at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, GT being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of GT and that officers, employees, and any other agents of GT are not nor shall they be deemed to be officers, employees, or agents of the City.
7. GT is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. GR hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or GT may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. GT agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

GLOBAL TIES

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Global Ties is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

Global Ties (GT) is pleased to partner with the City of Madison and intends to use the FY24 funding by providing:

Global Ties Alabama promotes international relationships through citizen diplomacy and refugee resettlement and enriches Alabama's education, commerce and global awareness.

Funding from the City of Madison will be used to provide transportation for the Refugee families resettling in its communities in support of their daily commutes i.e., to employers, schools, medical care facilities, etc.

RESOLUTION NO. 2024-010-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH ESO FOR SUBSCRIPTION
TO HISTORICAL DATA**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew a subscription to historical data maintained by ESO, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "ESO Quote No. Q105160." 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 ESO in the amount(s) and manner authorized by the quote 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 8th day of January 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama



Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact	Dustin Spires	dustin.spires@madisonal.gov	256-755-0148
Invoicing Contact	Brandy Williams	brandy.williams@madisonal.gov	256-990-7539
Legal Contact	Brian Kilgore	brian.kilgore@madisonal.gov	256-774-4404
Software Administrator Contact	Chris White	chris.white@madisonal.gov	256-541-3485
Privacy HIPAA Contact	Megan Zingarelli	megan.zingarelli@madisonal.gov	256-772-5612
Tax Exempt	YES OR NO x	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO x	If YES, return PO with Agreement	



Quote Date: 12/12/2023
Customer Name: Madison Fire & Rescue (AL)
Quote #: Q-143107
Quote Expiration date: 03/11/2024
ESO Account Manager: Michael Stone

Item F.

CUSTOMER CONTACT

Customer Madison Fire & Rescue (AL)
Name Dustin Spires
Email dustin.spires@madisonal.gov
Phone (256) 755-0148

BILLING CONTACT

Payor Madison Fire & Rescue (AL)
Name Brandy Williams
Email brandy.williams@madisonal.gov
Phone 256-990-7539
Address 101 Mill Road
Madison AL, 35758
Billing Frequency Annual
Initial Term 12 months

EHR			
Product	Volume	Total	Fee Type
ESO Archive	2500 Incidents	\$495.00	Recurring
		Total Recurring Fees	\$ 495.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 495.00



Quote Date: 12/12/2023
Customer Name: Madison Fire & Rescue (AL)
Quote #: Q-143107
Quote Expiration date: 03/11/2024
ESO Account Manager: Michael Stone

Item F.

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the date of Customer's signature.
3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Madison Fire & Rescue (AL)

Signature: _____

Print Name: Paul Finley

Title: Mayor

Date: January, 2024

For EHR, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 12/12/2023
Customer Name: Madison Fire & Rescue (AL)
Quote #: Q-143107
Quote Expiration date: 03/11/2024
ESO Account Manager: Michael Stone

Item F.

EHR	
Product	Description
ESO Archive	Archive access for past EHR patient care records

Certificate Of Completion

Envelope Id: 40C1B86229264CE9AB3294C5F8AE1CCE

Status: Delivered

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Michael Stone

AutoNav: Enabled

11500 Alterra Parkway

Enveloped Stamping: Enabled

Austin, TX 78758

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

michael.stone@eso.com

IP Address: 35.80.213.208

Record Tracking

Status: Original

Holder: Michael Stone

Location: DocuSign

12/12/2023 12:52:49 PM

michael.stone@eso.com

Signer Events**Signature****Timestamp**

Dustin Spires

Sent: 12/12/2023 12:53:02 PM

dustin.spires@madisonal.gov

Viewed: 12/18/2023 10:42:36 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/18/2023 10:42:36 AM

ID: 0e15123f-96e4-4e30-a489-1c973a241344

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Contracts Team

contracts@eso.com

VERY Important Guy

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/18/2021 8:58:06 AM

ID: acf9bbd4-5910-4e13-a61b-aa963b94af22

COPIED

Sent: 12/12/2023 12:53:02 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/12/2023 12:53:02 PM

Certified Delivered

Security Checked

12/18/2023 10:42:36 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, ESO Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ESO Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: peter.quadrino@esosolutions.com

To advise ESO Solutions of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at peter.quadrino@esosolutions.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from ESO Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to peter.quadrino@esosolutions.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ESO Solutions

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to peter.quadrino@esosolutions.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ESO Solutions as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ESO Solutions during the course of my relationship with you.

RESOLUTION NO. 2024-016-R**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE
PROFESSIONAL SERVICES AGREEMENT WITH BASELINE SPORTS
CONSTRUCTION, LLC**

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

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

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

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

WHEREAS, the Parks and Recreation Department opted to contract with Baseline Sports Construction, LLC for the Project; and

WHEREAS, during installation of the Project, lightning struck the lighting system causing significant damage; and

WHEREAS, unforeseeable repairs to the lighting system are now required to complete the Project that are estimated to cost an additional \$71,900 above the original contract price.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to enter an agreement for a Change Order with Baseline Sports Construction, LLC, for repairs and installation of the lighting system to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "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 resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the

Finance Director is hereby authorized to forward payment to Baseline Sports Construction, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

Paul Finley, Mayor
City of Madison, Alabama



www.baselinellc.com

Date: December 21, 2023

Attention: Mr. Randy D'Herde
City of Madison, AL
100 Hughes Road
Madison, AL 35758

Re: Intergraph Park – LED Lighting Installation

CHANGE ORDER #1 – Work Scope:

- 1) Intercept main conduits from switchgear room and install rated Quazite boxes (2).
- 2) At each pole (16) install rated Quazite boxes and run galvanized conduits above ground to MUSCO Electrical panel.
- 3) Each pole to have a home run dedicated circuit with #10 wiring to account for voltage drop and loading. Each wire will be phased taped to correlate with the Musco circuit relays.
- 4) Install separate electrical service to south field scoreboard location then daisy chain that branch circuit to the north field scoreboard. Disconnects will be mounted on both score board pedestals.
- 5) As-built sets of drawings depicting circuitry and pole locations will be laminated and installed in the MUSCO panel and switchgear panel.

Total Cost: \$71,900

Terms & Conditions:

- 1) Does not allow for rock removal if encountered during trenching operations.
- 2) Assumes adequate access and staging will be provided for work duration.

Please don't hesitate to call or email if you have any questions.

A handwritten signature in black ink, appearing to read "S Clift".

Steve Clift

(m) 423-593-8284

steve@baselinellc.com



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

RESOLUTION NO. 2024-005-R

**A RESOLUTION APPROVING A SPECIAL RETAIL ALCOHOL LICENSE FOR
MADISON CROSSINGS, LLC D/B/A MONARK GROVE MADISON**

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a special retail – more than 30 days - alcohol license to **Madison Crossings, LLC** doing business as **Monark Grove Madison** which has applied for said license for its location at 11260 County Line Road; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC special retail - more than 30 days – alcohol license to **Madison Crossings, LLC** for its 11260 County Line Road location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City restaurant retail liquor license to **Madison Crossings, LLC** doing business as **Monark Grove Madison**.

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

Paul Finley, Mayor
City of Madison, Alabama

Date: December 28, 2023
To: Mayor & City Council
From: Ivon Williams
Deputy Revenue Officer, Revenue Department
Subject: Madison Crossings LLC.
DBA: Monark Grove Madison
Special retail – More Than 30 Days

Please find attached a copy of the checklist for Madison Crossings LLC., doing business as Monark Grove Madison, in regard to their application for a Special Retail – More Than 30 Days License for their location at 11260 County Line Road, Madison, AL.

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

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: _____

Business Name: Madison Crossings LLC DBA: Monark Grove Madison

Business Location: 11260 County Line Rd

Mailing Address: 2510 County Road 1815 Aarb, AL 35016

Phone: (251) 626-7704

APPLICATION FEE:

Date Paid: 10/11/2023 Amount: \$ 100.00 Receipt #: 3232

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 10/11/2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Ruffee Title ID Secretary

Date Completed: 10-19-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 10/11/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Olivia L Title Inspector

Date Completed: 12/14/23

FIRE DEPARTMENT APPROVAL:

Letter Sent: 10/11/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Kevin Ford Title Inspector

Date Completed: 10/30/23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 10/11/2023Date Placed: 10/11/2023Newspaper: Madison 10/18/2023Publication Fee Paid: \$ 184Date Paid: 10/11/2023Receipt #: 3231Date of Public Hearing: 11/13/2023Approved: ☐Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

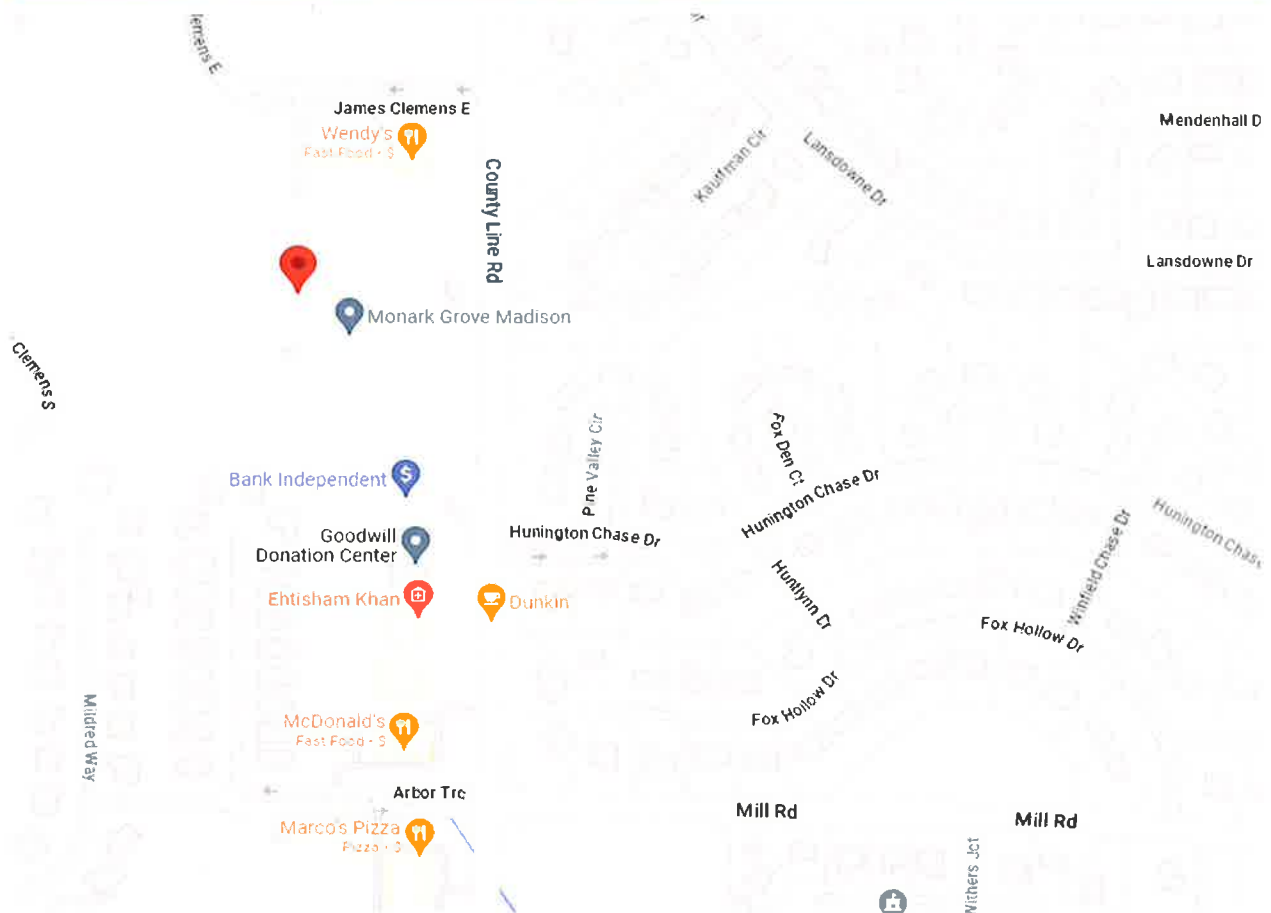
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-012-R**A RESOLUTION AUTHORIZING AN AGREEMENT
WITH THE MADISON COUNTY SHERIFF AND
THE MADISON COUNTY COMMISSION FOR HOUSING OF CITY INMATES**

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 the Madison County Sheriff and the Madison County Commission to provide for housing of certain inmates arrested by the Madison Police Department and charged with misdemeanor and/or felony offenses, such Agreement to be for a one-year term at a rate of fifty-five dollars (\$55.00) per day, as well as a five dollar (\$5.00) booking fee, for each inmate housed pursuant to the Agreement and to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as "AGREEMENT FOR HOUSING OF CITY INMATES;" and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment in accordance with the terms and conditions of the Agreement entered into as a result of the passage of this Resolution.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT FOR HOUSING OF CITY INMATES

THIS AGREEMENT is entered effective the 1st day of February, 2024, by Madison County, Alabama (the "County"), the Madison County Sheriff (the "Sheriff") and the City of Madison, Alabama, a municipal corporation (the "City"), (the County, the Sheriff and the City collectively referred to as the "Parties") for the housing of certain inmates arrested by the Madison Police Department and charged with misdemeanor and/or felony offenses.

RECITALS

WHEREAS, at various times, the Sheriff has available bed space in the Madison County Detention Facility (the "Detention Facility") to house persons he is not otherwise obligated to house pursuant to State law; and

WHEREAS, the City represents that it does not have suitable or available bed space in order to house persons arrested by the City, and the City desires to enter into this Agreement with the Sheriff for the housing of those inmates it arrests that the Sheriff is not otherwise obligated to house pursuant to State law. The City has agreed to compensate the Sheriff for housing such inmates.

NOW, THEREFORE, in consideration of the representations and desires set forth above and the obligations and payments to be made hereunder, the Parties agree:

I. **Performance:** The Sheriff agrees to accept and temporarily house inmates presented to the Sheriff by the City on misdemeanor and/or felony charges at any given time, but the Sheriff has absolute discretion in refusing to admit or in rejecting after admission any misdemeanant inmate the City presents for admittance into the Detention Facility. The Sheriff may refuse to admit or otherwise refuse to continue housing an inmate for any reason, including, but not limited to, (I) lack of available bed space within the facility; (2) an inmate's perceived health problems; (3) perceived disciplinary problems with the inmate; and (4) any other action that could impact the safe and orderly operation of Detention Facility.

2. **Custody and Care of Inmates:** While inmates are housed by the Sheriff pursuant to this Agreement, the inmates will be subject to all rules and regulations promulgated by the Sheriff and treated just s any other inmate housed in the Detention Facility. Inmates will be provided with food, clothing, other related sanitary items, and medical care. The costs for food, clothing, and related sanitary items proved to the inmates housed pursuant to this Agreement are covered within the per diem rate charged to the City. Inmates housed by the Sheriff will also have access to on-site medical care provided by the contractual provider of medical services. The cost of such on-site medical care is included within the per diem rate charged to the City. In the event of an emergency or any other medical reason that requires additional medical attention which onsite contractual medical personnel are unable to render, then the inmate will be transported to an appropriate medical provider outside of the Detention Facility. The City agrees that neither the Sheriff nor Madison County is responsible for paying any costs associated with providing medical care to inmates housed pursuant to this Agreement, other than the medical care provided by the contractual provider of medical services to inmates at the Detention facility, and the City further agrees that it is responsible to pay those costs associated with medical care provided to inmates outside of the facility.

3. **Payment:** The City shall pay a "booking fee" regardless of length of stay and a per diem rate based upon length of stay for every inmate the City presents to the Sheriff pursuant to this Agreement.

a. **Booking Fee:** The City agrees that costs will necessarily be incurred when the City presents an inmate to the Sheriff for housing pursuant to this Agreement. These costs will be incurred during the booking and admission process regardless of the length of stay of the inmate and even though the inmate may ultimately be denied access into the Detention Facility. For every inmate presented to the Sheriff for housing pursuant to this Agreement, the City agrees to pay the amount of Five Dollars (\$5) in order to cover some of the costs associated with the booking and admission process.

b. **Per Diem Rate:** The City further agrees that, in addition to the costs associated with booking, costs associated with housing inmates pursuant to this Agreement will necessarily be incurred. A per diem rate will be charged for each day an inmate is housed by the Sheriff. The number of days the inmate is housed by the Sheriff will be determined by the inmate's presence in the Detention Facility at midnight each day. The City agrees to pay Fifty-Five Dollars (\$55) per day for each inmate housed pursuant to this Agreement.

For example, if an inmate is accepted for housing pursuant to this Agreement at 11:30 p.m. on Monday night and released on hour later at 12:30 a.m. on Tuesday morning, then the City would incur both a booking fee of Five Dollars (\$5) and a per diem rate of one day at Fifty-Five Dollars (\$55) per day. If the inmate had been released at 11:59 p.m. on Monday (29 minutes after being admitted into the Detention Facility), then the City would continue to incur the booking fee of Five Dollars (\$5) but would not incur a per diem rate because the inmate was not incarcerated at midnight when the inmate count was conducted. Likewise, if the inmate was not accepted for housing by the detention staff for any reason (such as the perceived health problems of the inmate), then the City would continue to be responsible for the Five Dollar (\$5) booking fee.

c. **Frequency of Payment:** The Sheriff will submit a statement for services on a monthly basis to the City for payment. Payments should be made directly to the County within thirty (30) days of receipt of the statement. The payment made to the County should reference this Agreement. Failure to timely pay all charges is a sufficient basis of denying housing pursuant to this Agreement.

4. **Immunity/Third Party Beneficiary Status:** By entering into this Agreement, neither the County, the Sheriff nor the City waive any defenses or immunities to suit. Nothing herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of any third party, specifically including, but in no way limited to, any inmate. No requirements contained herein create, nor were they intended to create, a federal or state right, claim, or standard to be used by an inmate against any part to this Agreement.

5. **Indemnification:** The City agrees to indemnify, defend and hold harmless the Sheriff, the County and any of their agents and employees against all claims, actions, damages, losses and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the Sheriffs housing of any inmate pursuant to this Agreement.

6. **Removal of Inmates Upon Request:** The Sheriff may, in his discretion and for any reason, require the City to remove all inmates housed pursuant to this Agreement upon a four (4) hour notice.

7. **Transportation:** After an inmate has been admitted into the Detention Facility pursuant to this Agreement, the Sheriff shall transport an inmate as needed between facilities under the control of the Sheriff and to the emergency room for emergency medical care. In all other instances, the City shall be responsible for transportation of inmates housed pursuant to this Agreement.

8. **Supervision, Custody and Control of Inmates Admitted into a Hospital:** In the event an inmate housed pursuant to this Agreement is hospitalized for any reason, the Sheriff shall notify the City of such hospitalization. The Sheriff may, upon a four (4) hour notification, release the inmate from the Sheriff's custody and control.

9. **Effective Date and Term:** This Agreement shall take effect on February 1, 2024, and shall continue in full force and effect for a term of one (1) year. This Agreement may be renewed, amended, or extended by mutual agreement of the Parties. If the parties do not formally extend the term of the agreement after it expires, then the agreement shall renew automatically on a month-to-month basis either until renewed or until either party gives notice of termination.

10. **Notices:** Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, delivered via facsimile, or sent by United States mail, postage prepaid. All notices shall be delivered to the addresses set forth below:

- | | |
|---------------------------|---|
| Madison County: | Chairman Mac McCutcheon
Madison County Commission
100 Northside Square
Huntsville, Alabama 35801
Facsimile: (256) 532-6994 |
| Madison County Sheriff: | Sheriff Kevin Turner
Madison County Sheriff's Department
100 Northside Square
Huntsville, Alabama 35801
Facsimile: (256) 532-6976 |
| City of Madison, Alabama: | Mayor Paul Finley
City of Madison
100 Hughes Road
Madison, Alabama 35758 |
| With a copy to: | Legal Department
City of Madison
100 Hughes Road
Madison, Alabama 35758 |

11. **Severability:** If any provision of this agreement or the application thereof is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this agreement shall remain valid and enforceable.

12. **Entire Agreement:** This agreement represents the entire agreement regarding the subject matter referenced herein among the Parties to this agreement and supersedes all prior communications, negotiations, representations, or agreements either written or oral. This agreement may be amended only by written instrument signed by all parties to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized person on the day and year set forth above.

MADISON COUNTY, ALABAMA

Mac McCutcheon, Chairman
Madison County Commission

ATTEST:

Kevin Jones
County Administrator

Kevin Turner, Sheriff
Madison County, Alabama

CITY OF MADISON, ALABAMA,
A municipal corporation

Paul Finley, Mayor
City of Madison, Alabama

ATTEST:

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

RESOLUTION NO. 2024-009-R

RESOLUTION TO AWARD BID FOR TREE REMOVAL SERVICES ALONG BROWNS FERRY ROAD TO TREE WORX

WHEREAS, in accordance with Alabama’s Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for professional tree and stump removal along Browns Ferry Road pursuant to Bid Number 2023-012-ITB (herein “the Project”); and

WHEREAS, all sealed Bids were timely and properly submitted and opened on or about January 3, 2024 and have been evaluated by the City to determine the lowest responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff have informed the City Council that **Tree Worx** has submitted a Bid for the Project, and this bidder 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 **Tree Worx** 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 41 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Tree Worx** as the lowest responsible, responsive bidder in the Bid amount of **thirty-three thousand eight hundred ninety-seven dollars (\$33,897.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Tree**

Worx of the City's intent to make such aware and are also authorized to proceed with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **Tree Worx** 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 41 and the Contract contemplated therein.

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

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

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

Paul Finley, Mayor
 City of Madison, Alabama

City of Madison, Alabama
 Bid Number: 2023-012-ITB
 Project Title: Tree Removal Services
 Issued: December 13, 2023



BIDDER PRICING SHEET

BIDDER NAME: Tree Worx LLC
 ADDRESS: 2609 Belle Arbor Ave
 CITY/STATE/ZIP: Chattanooga, TN, 37406

Total Lump Sum Bid: \$ 33,897

I, Justin Howarth, as Operations Leader
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

12-27-2023
 Date

Justin Howarth
 Signature of Authorized Representative



2023-012-ITB / Tree Removal Services
Issued December 13, 2023

BID TABULATION

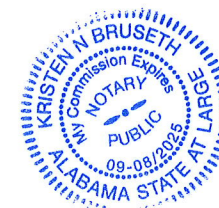
BIDDER NAME	Tree Worx, LLC	North Alabama Tree Service, LLC	Ogle Tree Service, LLC	Volunteer Vegetation Management	B&H Tree Service
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y	N
CERTIFICATE OF INSURANCE	Y	Y	Y	Y	N
E-VERIFY ENROLLMENT	Y	Y	Y	N	N
TOTAL BASE BID	\$33,897.00	\$36,585.00	\$115,000.00	\$149,500.00	\$162,500.00

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 3rd day of January, 2024.

Kristen N. Bruseeth
 Notary Public



City of Madison, Alabama
INVITATION TO BID
#2023-012-ITB | Tree Removal Services
 Issued December 13, 2023

AGREEMENT FOR TREE REMOVAL SERVICES

THIS AGREEMENT for the provision of tree removal services for the City of Madison is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and **Tree Worx, LLC**, hereinafter referred to as the “Contractor.”

WHEREAS, in accordance with the applicable competitive bid laws found in Title 41, Article 3 of the *Code of Alabama*, the City solicited Bids for the provision of tree removal services within the City of Madison; and

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

WHEREAS, the City Council, after full consideration of all Bids properly and timely submitted, determined that **Contractor Name**, submitted the lowest responsible and responsive Bid to supply the services as specified in the solicitation; and

WHEREAS, by virtue of passage of Resolution Number 2024-009-R, the City Council awarded the Bid for such services to **Tree Worx, LLC**;

NOW, THEREFORE, for and in consideration of mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED; TERMS AND CONDITIONS.

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

2. COSTS AND PAYMENT.

The parties understand and agree that the pricing of **thirty-three thousand eight hundred ninety-seven dollars (\$33,897.00)** submitted by Contractor and accepted by the City includes all costs for all labor, equipment, transportation, and material necessary to provide these services, including any fees, material costs, chemical costs, and fuel costs associated with Contractor’s provision of the services. Payment shall be rendered to Contractor on a monthly basis by the City after its receipt and approval of Contractor’s unified invoice, terms net thirty (30) days.

3. AMENDMENT TO AGREEMENT.

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

1. Minor changes for a total monetary amount less than that required for competitive bidding under Title

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

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

4. EFFECTIVE DATE; NOTICE TO PROCEED; TERM.

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

The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within sixty (60) calendar days.

This Agreement shall remain in effect until all services agreed to hereunder have been completed by Contractor and a final inspection of the project has been conducted by the parties. During such inspection, if there are any apparent and/or visible instances where Contractor's work fails to comply with the specifications and contract documents, or in the event any defects are discovered, the Contractor shall immediately make such alterations as are necessary to bring the work into compliance with the scope of work contained herein.

5. TERMINATION.

- A. If Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or sufficient equipment, or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative, or fail to observe or perform the material provisions of the Contract Documents, or fail or neglect to promptly prosecute or perform the Project in accordance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the City may, on giving at least thirty (30) days' written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's employment under the Contract if, in the judgment of the City, the noticed default(s) have not been cured within said thirty (30) days. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess costs and fees occasioned to the City thereby, including attorney's fees. In the event of such termination, the same shall not relieve the Contractor or any of its sureties of their remaining obligations pursuant to this agreement. In the event it becomes necessary for the City to maintain any legal action against the Contractor, to enforce its rights herein, and City receives a final order in its favor, then the Contractor shall pay the City all expenses, costs, and fees associated therewith including a reasonable attorney's fee.

- B. It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following:
1. an assignment by Contractor for the benefit of creditors;
 2. the institution of voluntary or involuntary proceedings against Contractor in bankruptcy, or under any other insolvency or similar law;
 3. the dissolution of Contractor as a legal entity; or

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

7. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall indemnify and hold harmless the City from all loss or damage forming the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of the Contractor's negligence or willful misconduct in the performance of its obligations under this Agreement, except to the extent that such arise out of the City's negligence.
- B. Contractor further agrees to maintain and keep in full force and effect at all times during the term of this Agreement sufficient property damage and personal injury and public liability insurance coverage to protect the City and the Contractor against any such claims, suits, judgments, executions, or demands, such coverage to be of the types and in the amounts set forth in the Bid Packet. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policy.
- C. All insurance policies as required of the Contractor in this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with the City within ten (10) days of the effective date of this Agreement.
- D. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled, non-renewed, or materially changed by the insurer until at least thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 20.
- E. Each insurance policy and certificate shall provide, in effect, that the policy will be renewed and further renewed unless the insurer shall give the City at least thirty (30) days' notice in writing of the insurer's unwillingness to renew by sending the same to the point of contact identified in Section 20.
- F. This insurance shall provide primary coverage as relates to other insurance carried by the City.

8. CONTRACTOR'S CARE AND DILIGENCE.

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

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

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

9. SAFETY.

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

10. EQUIPMENT AND ACCESS.

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

11. EXCUSED PERFORMANCE.

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

12. TIME OF THE ESSENCE; LIQUIDATED DAMAGES.

The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, ***time is of the essence***. The Project contracted hereunder shall be fully completed within sixty (60) calendar days following the execution of the Notice to Proceed. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended, except in the case of excused performance as addressed in Section 11, it is understood and agreed that there may be deducted by the City from the partial and/or final payments to the Contractor, or otherwise charged to the Contractor, a sum computed at the rate of Eight Hundred Fifty Dollars (\$850.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

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

13. IMMIGRATION LAW COMPLIANCE.

If Bidder employs persons in the State of Alabama, Bidder must provide written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting with your Bid documentation proving your enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement" which is included in the ITB packet.

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

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

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

14. OPEN TRADE.

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

15. SEVERABILITY AND WAIVER.

The partial or complete invalidity of any one or more provision of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall

not be construed as a waiver or relinquishment of such term, condition, or right as respect further performance. It is hereby understood and agreed by the parties that it is their individual and mutual intent to enter into this Contract in full compliance with Title 41 of the Code of Alabama and that, in the event any provision or the absence of any provision in this Contract conflicts therewith, Title 41 shall prevail.

16. ENTIRE AGREEMENT.

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

17. ORDER OF PRECEDENCE.

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

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

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

18. ASSIGNING OF CONTRACT.

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

19. GOVERNING LAW.

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

20. NOTICES.

Address all notices to the City as follows:

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

With a copy to:

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

Address all notices to the Contractor as follows:

Tree Worx, LLC
2609 Belle Arbor Avenue
Chattanooga, Tennessee 37406

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

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

Notary Public

Tree Worx, LLC

By: _____

Its: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____)

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

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

Notary Public

RESOLUTION NO. 2024-014-R**A RESOLUTION AUTHORIZING AN AMENDMENT TO AN EXISTING
PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN
SOLUTIONS**

WHEREAS, on September 28, 2020, the City Council of the City of Madison, Alabama passed Resolution No. 2020-279-R authorizing the Mayor to execute a Professional Services Agreement with Barge Design Solutions for professional construction, engineering and inspection services for Project No. 19-047 between Wall Triana Highway and Graphics Drive (herein “the Project”); and

WHEREAS, the Council has approved two requests for Change Orders regarding the Project with the approval of Resolutions No. 2022-93 and No. 2023-255-R; and

WHEREAS, on December 14, 2023, Barge Design Solutions submitted a written request to amend elements of the Project with a request for Change Order Number Three, to wit: to supplement the budget to complete all construction, engineering and inspection services for the Project.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number Three to the Professional Services Agreement with Barge Design Solutions for construction, engineering and inspection services to complete the Project, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as the attached “Additional Services Amendment Number 3” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Barge Design Solutions in the manner detailed in the Agreement 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 8th day of January 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 January 2024.

Paul Finley, Mayor
City of Madison, Alabama



December 14, 2023
Project No.: 3604304

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

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

Dear Mr. Johnson,

As you are aware Barge Design Solutions, Inc. has exceeded its original and supplemental agreement #1 CE&I budget for the captioned project. As discussed earlier this week, we anticipate exceeding the supplemental agreement #2 CE&I budget before the project is fully closed out. Please find included with this letter a request for supplemental budget to cover our costs to finish CE&I services for the project. A brief explanation of the need for additional budget follows. There are reports for everyday of our effort in CAMMS documenting our effort and activities.

The reason for our continued overrun since the previous supplement is related to Change Order #3. This change order required additional effort that was not included in the previous budgets and that would have otherwise been available to complete the project close out.

Change Order #3 added traffic signal conduit in a location where no conduit had been installed in a previous project.

On December 11, 2023, the 28 day punch-list period expired, therefore, the contractor's time charges have resumed since that date. Our supplemental request includes an additional 5 days of effort to complete the project. Due to the Cost Plus with a Maximum contract format on this project, we will only use that portion of the budget needed to complete the project. If the project is completed sooner than anticipated, that portion of the budget will be left unused.

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

Kind regards,

Barge Design Solutions, Inc.

Michael J. Cole, PE
Vice President

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

ADDITIONAL SERVICES AMENDMENT NUMBER 3

This amendment to the Professional Services Agreement dated March 9, 2022, between the City of Madison, Alabama (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

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

Project Description: CE&I Supplemental Services

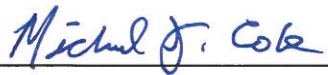
- I. **PROFESSIONAL SERVICES:** Barge agrees to perform the following additional services under this Amendment:

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

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

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input checked="" type="checkbox"/>	Estimated Fee	\$	or Maximum Fee \$ <u>14,347.95</u>
<input type="checkbox"/>	Lump Sum	\$	

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

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

ORDINANCE NO. 2024-015

ADOPTING STATE AND FEDERAL STANDARDS FOR THE PREVENTION OF FLOOD DAMAGE

BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that Chapter 17, Floods, of the Madison City Code is hereby repealed in its entirety and replaced as follows:

ARTICLE 1

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development ordinance with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.

FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as a NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. The City of Madison agrees to adopt and enforce this Ordinance, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of Madison, Alabama, does ordain as follows:

SECTION B. FINDINGS OF FACT

- (1) The flood hazard areas of Madison, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or

other areas designated by Madison as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.

(2) These flood losses are caused most often by development, as defined in this Ordinance, in areas designated as FEMA SFHAs or other areas designated by Madison as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this Ordinance).
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.
- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

SECTION D. OBJECTIVES

The objectives of this Ordinance are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;
- (4) Minimize expenditure of public money for costly flood control projects;
- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

ARTICLE 2

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

This Ordinance shall apply to all FEMA SFHAs and any additional areas designated by the City of Madison as floodplains or areas subject to flooding within the jurisdiction of Madison, Alabama.

SECTION B. BASIS FOR SPECIAL FLOOD HAZARD AREAS

The SFHAs identified by FEMA in Madison County's **Flood Insurance Study (FIS)**, dated December 15, 1978, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this Ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Madison County are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Madison:

- (1) Prior to the issuance of a Letter of Final Determination by FEMA, the use of the preliminary flood hazard data shall only be required where no BFEs and/or floodway areas exist or where the preliminary BFEs or floodway area exceed the BFEs and/or

floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent BFE shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C. ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this Ordinance PRIOR to the commencement of any development, as defined in this Ordinance, in identified SFHAs and any additional identified **Community Flood Hazard Areas** within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this Ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This Ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this Ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this Ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Madison or by any officer or

employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the Ordinance.

- (1) **Stop Work Order.** The community may issue a stop work order, which shall be served on the applicant or other responsible person.
 - (a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this Ordinance shall immediately cease.
 - (b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order must include a provision that it may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (2) **Notice of Violation.** If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a permit, or otherwise not in accordance with the provisions of this Ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance without having first secured a permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official permit by the City of Madison or otherwise not in accordance with this Ordinance shall constitute a violation of this Ordinance and be at the permit holder's risk. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible party;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation (including failure to obtain

- a permit);
- (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this Ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.
- (3) Civil penalties. Any person who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a separate offense. Nothing contained herein shall prevent the City of Madison from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (4) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed.

Before taking any of the following enforcement actions or imposing any of the following penalties, the City of Madison shall first notify the applicant or other responsible person in writing of its intended action. The City of Madison shall provide reasonable opportunity, of not less than ten days (except, in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be sufficient; if there's an imminent or immediate threat to the public health or public safety then immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such notice and cure period, the City of Madison may take or impose any one or more of the enforcement actions or penalties listed below.

- (a) Termination of water service and/or withhold or revoke Certificate of Occupancy. The community may terminate utility services to the property and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements/repairs conducted on the site. The order

shall remain in-place until the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violation or violations described therein.

- (b) Suspension, revocation, or modifications of permit. The community may suspend, revoke, or modify the permit that authorizes the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary). That would enable the applicant or other responsible party to take the necessary remedial measures to cure such violations.
 - i. The Administrator may revoke a permit issued under the provisions of this Ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this Ordinance.
- (c) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this Ordinance to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;
- iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this Ordinance; and
- v. Notice of violation, and a statement regarding the prospective denial of insurance.

The structure will be considered a violation until such time the violation has been remedied. If a structure that has received a Section 1316 declaration is made compliant with the all the applicable provisions of this Ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (5) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.

- (6) All appeals shall be heard and decided by the community's designated appeals board, which shall be the City Council, or their designees. The appeals board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements. Appeals cannot be in opposition to the provisions of this Ordinance. The decision of the appeal board shall be final.
- (7) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Circuit Court of Madison County, Alabama.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION J. REPEALER

Ordinance 2019-323 of the City of Madison, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3 **ADMINISTRATION**

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City Engineer for the City of Madison is hereby appointed to administer and implement the provisions of this Ordinance. The City Engineer of the City of Madison shall hereto after be referred to as the Floodplain Administrator in this Ordinance.

SECTION B. PERMIT PROCEDURES

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of the City of Madison:

(1) **Application Stage**

Plot plans are to include:

- (a) The BFEs where provided as set forth in Article 4, Section B and C;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;

- (f) Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.
- (h) Usage details of any enclosed areas below the lowest floor shall be described.
- (i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
- (k) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required.
- (l) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill elevation must meet the community's freeboard elevation at that location. If the top of fill elevation is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvements must meet the required community freeboard elevation.
- (m) An Elevation Certificate marked "Construction Drawings" in section C of such certificate, is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate**, accompanied by a foundation survey of the formwork at installation stage prepared by a professional engineer or surveyor, immediately after the lowest floor or flood-proofing is completed. In addition:

(a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.

(b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**

(c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.

(d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this Ordinance and the terms of the permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the City of Madison during normal business hours of the community for the purposes of inspection or other enforcement action.

(e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) **Finished Construction**

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

(a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the permit holder to the Floodplain Administrator.

(b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.

(c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to

make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(d) Documentation regarding completion of and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this Ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(e) All records that pertain to the administration of this Ordinance shall be maintained in perpetuity and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this Ordinance. The Floodplain Administrator is further authorized to render interpretations of this Ordinance, which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

(1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Ensure the public is aware that floodplain development permits are required for development in SFHAs.

(2) Conduct regular inspections of the community's SFHAs for any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.

(3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.

(4) Review all permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this Ordinance.

(a) If the provisions of this Ordinance have been met, approve the permit.

- (b) If the provisions of this Ordinance have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit.
- (5) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (6) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with Article 3, Section B(2).
- (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
- (b) A post-construction elevation certificate is required to be kept with the permit and certificate of occupancy in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).
- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.

- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (12) All records pertaining to the provisions of this Ordinance shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.
- (13) For any improvements made to **existing construction** located in the SFHA (as established in Article 2, Section B) ensure that a permit is obtained. Also, **conduct Substantial Improvement (SI)** (as defined in Article 6 of this Ordinance) **reviews and analysis of all structural development permit applications**. Maintain a record of the SI calculations and comments within the permit files in accordance with Section C(11) of this Article.
- (14) For any residential and nonresidential structures located in the SFHAs that are damaged from any source, natural hazard or man-made, **conduct Substantial Damage (SD)** (as defined in Article 6 of this Ordinance) **assessments**.
- (a) The Floodplain Administrator shall ensure that permits are obtained, in accordance with this Ordinance, prior to any repairs commencing.
 - (b) Make SD determinations **whenever structures within the SFHA area are damaged** by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
 - (c) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
 - (d) If required, a **moratorium may be placed on all non-disaster** related construction permits until the community has sufficiently completed its SD determinations.
 - (e) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
 - (f) The community shall utilize **methods and tools** for collecting building data and performing analyses that will provide **reasonable and defensible SD determinations**. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
 - (g) Maintain a record of the SD calculations within permit files in accordance with Section C(11) of this Article.
 - (h) If the SD determination finds that the extent that the **cost of restoring the structure to its before damaged condition** would **equal or exceed 50 percent**

of the market value of the structure before the damage occurred, the Floodplain Administrator shall:

- i. Coordinate with the property owner and issue a letter to convey the SD determination.
 - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the structure qualifies as a repetitive loss structure per the definitions in Article 6 of this Ordinance. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.
 - iii. Coordinate with property owners and insurance companies for any NFIP claims.
 - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this Ordinance are adhered to without exception or waiver.
- (i) A structure qualifies as a **repetitively damaged structure** (synonymous to repetitive loss property) if it's determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of Article 3, Section C(13) for substantial damages shall apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

If the structure is located within a SFHA and NFIP flood insurance claims were paid for each of the two flood losses then the structure is eligible for an Increased Cost of Compliance (ICC) claim. The following procedures shall be performed by the community to track repetitive losses and provide documentation necessary for an ICC claim:

- i. Maintain permit records of all reconstruction and repairs for flood damages;
 - i. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;
 - ii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
 - iii. Issue a letter of Notice of Determination to the owner of the structure.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:

- i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
 - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for the proposed work, or an inappropriate method to determine the market value of the building.
- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.

(15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**

(16) **Right of Entry**

- (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
- (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
- (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
- (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
- (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant

or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In ALL SFHAs and flood-prone areas regulated by the City of Madison, the following provisions are required for **all proposed development** including new construction, **reconstruction or repairs made to repetitive loss structures**, and **substantial improvements**:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1334) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with floodplain development permit file.
- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
 - (a) They are consistent with the need to minimize flood damage within the SFHA,

- (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage,
 - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems,
 - (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters,
 - (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding, and
 - (f) Adequate drainage provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.
- (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this Ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
- (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this Ordinance for new construction.
- (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

SECTION B. SPECIFIC TECHNICAL STANDARDS

In ALL Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **two (2) feet above the base flood elevation (also referred to as the design flood elevation)**. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
- (2) Non-Residential Structures - New construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **two (2) foot above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
 - (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
 - (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in-perpetuity.
 - (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
 - (d) Any non-residential structure, or part thereof, made watertight below the BFE shall be floodproofed in accordance with the applicable standards in ASCE 24. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, which states that the proposed design and methods of construction

are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.

- (e) Prior to the issuance of the Certificate of Occupancy, the following must be submitted for any non-residential structure that will be floodproofed.
 - (i) An inspection and maintenance plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:
 - Mechanical equipment such as sump pumps and generators,
 - Flood shields and closures,
 - Walls and wall penetrations, and
 - Levees and berms (as applicable).
 - (ii) A Flood Emergency Operation Plan detailing the procedures to be followed during a flooding event and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must prepare the plan which shall include the following:
 - An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.
 - A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress/egress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.
 - A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.
 - An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.
 - A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.

- (3) Enclosures for Elevated Buildings - All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements of existing structures

(residential and non-residential) that include **ANY fully enclosed area** below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
 - (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
 - (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
 - (iii) The bottom of all openings shall be no higher than one foot above grade;
 - (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
 - (v) Openings meeting the requirements of (3)(a)(i) – (iv) that are installed in doors are permitted.
- (b) So as not to violate the "Lowest Floor" criteria of this Ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing". The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
- (e) Mechanical, electrical, or plumbing devices shall be installed not less than two foot above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.
- (f) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the BFE. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
- (g) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to

be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:

- (i) That the enclosed area(s) shall remain fully compliant with all parts of Article 4, Section B(3) of this Ordinance unless otherwise modified to be fully compliant with the applicable sections of the Floodplain Development Ordinance in effect at the time of conversion.
- (ii) A duly appointed representative of the City of Madison is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
- (iii) The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.

(4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.

- (a) Require that all manufactured homes placed or substantially improved:
 - (i) Outside of a manufactured home park or subdivision,
 - (ii) In a new or substantially improved manufactured home park or subdivision,
 - (iii) In an expansion to an existing manufactured home park or subdivision, or
 - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood,

be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated two foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:
 - (i) The lowest floor of the manufactured home is two foot or more above the BFE; OR
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
 - (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA P-85* (Table SP-1.1), specify that the maximum allowable

pier height (measured from top of grade) for concrete piers to be five (5) feet.

- (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (c) Require that all recreational vehicles placed on sites must either:
 - (i) Be on the site for fewer than 180 consecutive days,
 - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
 - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
 - (iv) Must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).
- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
 - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
 - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
 - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
 - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the City of Madison's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.

- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to two foot above the BFE as required in Article 4, Section B(1). A permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:
- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
 - (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
 - (c) Must have adequate flood openings as described in Article 4, Section B(3);
 - (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
 - (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
 - (g) Prohibit storage of any hazardous or toxic materials below the DFE.
 - (h) Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
 - (i) Use is limited to parking of vehicles or storage;
 - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
 - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
 - (iv) Structures will not be used for human habitation;
 - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
 - (i) Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
 - (j) Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(4).
 - (k) Typically, when structures are substantially damaged by any cause or will be substantially improved, communities must require that the structures be brought into compliance with all requirements for new construction. In accordance with guidance in FEMA Publication 2140, agricultural structures that are

substantially damaged by flooding and agricultural structures that are repetitive loss structures are permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

- (i) If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
 - (ii) The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet floodproofing in accordance with Article 4, Section B(3), proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage conditions must be regulated as substantial improvements as provided for in this Ordinance.
 - (iii) The repaired or restored structure will continue to be an agricultural structure, as defined in this Ordinance.
 - (iv) Owners are notified, in writing, that agricultural structures approved under this subsection:
 - Will not be eligible for disaster relief under any program administered by FEMA or any other Federal agency.
 - Will have NFIP flood insurance policies rated based on the structure's risk.
 - May be denied NFIP flood insurance policies if repairs do not include the wet floodproofing requirements of Article 4, Section B(3).
 - (v) When owners elect to wet floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the requirements of Article 4, Section B(3).
 - (vi) A variance shall be required to allow wet floodproofing in-lieu of elevation or dry-floodproofing in accordance with the definitions in Article 7.
 - (l) Prohibit the storage of hazardous substances (as defined in Article 7) in any residential accessory structure located in a SFHA. Limit the storage in non-residential accessory structures to only fertilizers, petroleum products, and pesticides essential for landscaping purposes. Limit storage in agricultural structures to only fertilizers, petroleum products, and pesticides necessary for agricultural purposes. In both cases, storage shall be in strict compliance with the requirements of Article 4, Section B(9).
- (8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-

year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.

- (a) A permit that includes floodplain development shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
 - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
 - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
 - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
 - (i) Elevated to or above the DFE on platforms or structural fill,
 - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
 - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
 - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
 - (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or **attached to structures at elevations below one (1) feet above the DFE** in these areas.
 - (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
 - (g) Tank inlets, fill openings, outlets, and vents shall be:
 - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction, reconstruction or repairs made to a

repetitive loss structure, and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 7) which are located in the special flood hazard area shall be built in accordance with all applicable standards in this Ordinance in addition to the following requirements:

- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
- (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
- (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:
 - (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
 - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
- (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.

It is prohibited for any outdoor storage sites, new construction and substantial improvements used for the production or storage of hazard substances (as defined in Article 7) to be located within the SFHA.

- (10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas or other areas designed to convey storm water if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.
- (11) Structures Elevated on Fill – Fill for structures shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and flood-related erosion and scour. The standards from ASCE 24 should be followed for any fill placed in flood hazard areas. All new construction for residential or non-residential structures may be constructed on permanent structural fill in accordance with the following:
 - (a) The lowest floor (including basement) of the structure or addition along with any appurtenant utilities shall be no lower than two foot above the BFE.
 - (b) The nearest wall foundation of the structure shall have a minimum setback distance of 25 feet from the edge of the floodplain boundary.

- (c) Fill used for structural support or protection shall consist of granular and earthen material that is free of vegetation and foreign or organic materials and suitable for its intended use.
 - (d) The fill shall be placed in layers no greater than one foot deep before compacting and should extend at least ten (10) feet beyond the foundation of the structure before sloping below the BFE, said slope being no greater than a 1:1.5 (vertical / horizontal) ratio unless a stability analysis is provided by a registered professional engineer. However, the ten-foot minimum may be waived if a structural engineer certifies an alternative method to protect the structure from damage due to erosion, scour, and other hydrodynamic forces.
 - (e) All new structures built on fill must be constructed on properly designed and compacted fill (ASTM D-698 or equivalent) that extends beyond the building walls before dropping below the BFE.
 - (f) The top of the fill shall be no lower than one foot above the BFE.
 - (g) The fill shall not adversely affect the flow or surface drainage from or onto any neighboring properties.
 - (h) Structural fill, including side slopes, shall be protected from scour and erosion under flood conditions up to and including the base flood discharge. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection shall be provided. When expected velocities during the base flood are five feet per second or less, protection shall be provided by covering them with vegetative ground cover.
 - (i) The design of the fill or the fill standard must be approved by a licensed professional engineer.
 - (j) The applicant shall submit a Letter of Map Revision based on fill (LOMR-F) utilizing FEMA's MT-1 application forms to FEMA requesting a revision to the FIRM for the placement of fill.
 - (k) This standard is not applicable for placement of fill in a floodway; fill in a floodway is prohibited.
- (12) Compensatory Storage for Filling - Fill within the SFHA shall result in no net loss of natural floodplain storage. Compensatory storage cannot be used within the limits of floodways as depicted on FIRMs. Any development utilizing this approach shall prepare design documentation in accordance with the following:
- (a) Loss of floodwater storage volume due to filling in the Special Flood Hazard Area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
 - (b) Provide adequate documentation demonstrating the compensatory storage volume including but not limited to engineering analysis/calculations, site plan and profile drawings of the area to be filled and excavated, and environmental impact assessments for areas filled and excavated.

- (c) Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume.
- (d) The compensatory storage approach cannot be utilized in erosion-prone areas. The site being considered must be determined not to be erosion-prone by analyzing available studies, historical data, watershed trends, average annual erosion rates, flood velocities and duration of flow, geotechnical data, and existing protective works. Results of these analyses shall be documented in an engineering report, which defines the data and methodology used to determine whether or not an area is erosion-prone.
- (e) An operations and maintenance plan for maintaining the integrity and intended volume of the compensatory storage area in perpetuity shall be included with the permit. The Plan must be approved by the Floodplain Administrator and shall be legally binding upon the owner whose property that the compensatory storage area is located.

(13) Incompatible Uses Prohibited in SFHAs

- (a) Lands lying within the 100-year floodplain shall not be used for:
 - (i) dumping of any material or substance including solid waste disposal sites (including manure),
 - (ii) on-site soil absorption sanitary sewage system site,
 - (iii) petroleum or chemical holding tanks,
 - (iv) construction of any wells used to obtain water for ultimate human consumption; or
 - (v) restricted confinement or permanent sheltering of animals.
- (b) Lands lying within the 100-year floodplain shall not be used for the storage of materials that are buoyant, flammable, explosive, or injurious to human, animal, plant, fish, or other aquatic life.

(14) Vegetative Buffer Strips (Riparian Zones) – For all activities involving construction within 25 feet of the channel, the following criteria shall be met:

- (a) A natural vegetative buffer strip shall be preserved within at least 25 feet of the mean highwater level of the channel.
- (b) Where it is not possible to protect this buffer strip during the construction of an appropriate use, a vegetated buffer strip shall be established upon completion of construction.
- (c) The use of native riparian vegetation is preferred in the buffer strip. Access through this buffer strip shall be provided for stream maintenance purposes.

SECTION C. FLOODWAYS

Located within Special Flood Hazard Areas established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity

floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment **would not result in any increase** in BFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the development permit (including a Site Plan showing the current and proposed floodway alignment) for approval.
- (3) **ONLY** if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
 - (a) flood control and stormwater management structures;
 - (b) road improvements and repairs;
 - (c) utility easements/rights-of-way; and
 - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the development permit for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

SECTION D. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)

Located within the SFHAs established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (4) and (5) shall apply.
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Sections B(1), B(2), B(3), B(5), B(6), B(7), B(8), B(9), B(10), B(11), B(12), B(13) and B(14).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Special flood hazard areas established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus two foot of freeboard. **If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a **non-residential structure** may be floodproofed in lieu of elevation. The **structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level** in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.

A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F. STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) **Preliminary plans** for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
- (6) **Final subdivision plats** that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding;
- (7) Building Sites Free of Flood Zones - Each proposed lot or parcel of a platted subdivision shall have a minimum buildable area in upland areas outside of the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable. This procedure will not result in a change to the density permitted in underlying zoning district.
- (8) Lot Configuration and Building Envelopes - To the maximum extent feasible, lots subject to this Section F shall be configured so that they lie entirely out of the floodplain with any remainder parcels being preserved as provided in subsection F(9) below. As an alternative, lots may be configured so that portions are located within the floodplain. However, building footprints of such lots shall be delineated to lie, to the maximum extent feasible, outside the floodplain. If no other option for access is practicable, driveways may be located within the floodplain.
- (9) Floodplain Land Conservation - Any portion of a parcel or lot located in a floodplain which does not include an approved building area shall be permanently protected from development as private or public open space through a mechanism acceptable to and approved by the City of Madison. Such mechanism may include, but is not limited to, a conservation easement, Public Utility and Drainage easement, permanent deed restriction, or transfer to a non-profit conservation organization or government entity.
- (10) A Stormwater Management Plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event, if disturbing more than 25,000 square feet of land or increase or removal & replacement of greater than

1,000 square feet of impervious area. Proposals shall also include the City of Madison's MS4 permit retention requirements for the 1.14 inch, 24 hour rainfall. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation. Low impact design is encouraged to meet the retention/detention requirement including maintaining or restoring green infrastructure and the natural function of the drainage area.

SECTION G. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities, which are those for which the effects of even a slight chance of flooding would be too great, shall be located outside the limits of the SFHA or other flood hazard area regulated by the community. These types of facilities (hospitals, fire stations, police stations, storage of critical records, etc.) are given special consideration when formulating regulatory alternatives and floodplain management plans. Construction of new critical facilities (including the modification of an existing structure not previously classified as a critical facility) shall be permissible within the SFHA or other area regulated by the community only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood (a.k.a., 500-year flood).

- (1) Critical facilities constructed within the SFHAs shall have the lowest floor elevated three feet above the BFE at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.
- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
 - a. The community's flood response plan must list critical facilities.
 - b. Other facilities in low-risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.
- (5) The "use" classification of any structure shall not be changed to that of a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

ARTICLE 5 **VARIANCE PROCEDURES**

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The City Council of the City of Madison shall hear and decide requests for appeals or variance from the requirements of this Ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this Ordinance. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court of Madison, Alabama.

SECTION C. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections C(3), C(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION D. VARIANCE PROCEDURES

In reviewing requests for variance, the City Council shall consider all technical evaluations, relevant factors, and standards specified in other sections of this Ordinance, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
 - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (b) Is larger than the size limits specified in Article 4, Section B(7)(i).
 - (c) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
 - (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO).
 - (e) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).

- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:
 - (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
 - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
 - (c) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
 - (d) The importance of the services provided by the proposed facility to the community.
 - (e) The necessity of the facility to be at a waterfront location, where applicable.
 - (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
 - (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site.
 - (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this Ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Ordinance.

SECTION E. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:

- (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City Clerk-Treasurer or the judge of probate in either Madison or Limestone County and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

ARTICLE 6

DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

A Zone means the special flood hazard areas on a FIRM without base flood elevations determined.

Administrator means the Administrator of the Federal Emergency Management Agency (FEMA).

Accessory Structure (also referred to as Appurtenant Structures) means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

Addition (to an Existing Building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

AE Zone means the special flood hazard areas on a FIRM with base flood elevations determined.

Agricultural Structure means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

AH Zone means area of special food hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

AO Zone means an area of special flood hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet.

Appeal means a request for a review of the City Council interpretation of any provision of this Ordinance.

Appurtenant Structure (see definition for **Accessory Structure**)

AR/AE, AR/AH, AR/AO, and AR/A Zones means an area of special flood hazard on a FIRM that results from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

A99 Zone means an area of special flood hazard on a FIRM where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.

Area of Future-conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard (see definition for **Special Flood Hazard Area**)

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base Flood Elevation (BFE) means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure’s elevation determines the flood insurance premium.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Building (also see **Structure**) means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Community Rating System (CRS) means a voluntary program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Condominium Building means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

Critical Facility (aka, critical action) means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Cumulative Substantial Improvement/Damage means any combination of reconstruction, alteration, or improvement to a building, taking place during a 5-year **[or 10-year]** period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement.

Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 5-year **[or 10-year]** period from the initial improvement project, an updated valuation for the structure can be used for the next time period. Damages can be from any source.

D Zone means an area in which the flood hazard is undetermined.

Dam means an artificial barrier, that has the ability to impound water, wastewater, or any liquid-borne material, for the purpose of storage or control of water.

Design Flood Elevation (DFE) means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building's structural category. In areas designated as Zone AO on a community's flood map, the DFE is the elevation of the highest existing grade of a building's perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

Developed Area means an area of a community that is:

- a. A primarily urbanized, built-up area that is a minimum of 20 contiguous acres, has basic urban infrastructure, including roads, utilities, communications, and public facilities, to sustain industrial, residential, and commercial activities, and
 - i. Within which 75 percent or more of the parcels, tracts, or lots contain commercial, industrial, or residential structures or uses; or
 - ii. Is a single parcel, tract, or lot in which 75 percent of the area contains existing commercial or industrial structures or uses; or
 - iii. Is a subdivision developed at a density of at least two residential structures per acre within which 75 percent or more of the lots contain existing residential structures at the time the designation is adopted.
- b. Undeveloped parcels, tracts, or lots, the combination of which is less than 20 acres and contiguous on at least 3 sides to areas meeting the criteria of paragraph "a" at the time the designation is adopted.
- c. A subdivision that is a minimum of 20 contiguous acres that has obtained all necessary government approvals, provided that the actual "start of construction" of structures has occurred on at least 10 percent of the lots or remaining lots of a subdivision or 10 percent of the maximum building coverage or remaining building coverage allowed for a single lot subdivision at the time the designation is adopted and construction of structures is underway. Residential subdivisions must meet the density criteria in paragraph (a)(iii).

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated Building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

Encroachment means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

Existing Construction means, for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures”.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Fair Market Value means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - i. The overflow of inland or tidal waters.
 - ii. The unusual and rapid accumulation or runoff of surface waters from any source.
 - iii. Mudslides which are proximately caused by flooding as described in part “b.” of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph “a” of this definition.

Flood Damage-Resistant Material means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

Flood Elevation Determination means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of special flood hazard areas have been designated as Zones A, M, and/or E.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (see **Flood Elevation Study**)

Floodplain (or Flood-Prone Area) means any land area susceptible to being inundated by water from any source (see definition of **Flooding**).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations means this Ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as those for floodplain management, stormwater management, watershed management,

grading/ earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodway (see definition for **Regulatory Floodway**)

Floodway Fringe (or Flood Fringe) means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

Floodway Encroachment Lines mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Future-conditions Hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning maps and/or comprehensive land-use plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Hazardous Substance (or Material) means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people's health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

Highest Adjacent Grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Increased Cost of Compliance (ICC) means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are elevation, floodproofing, relocation, and demolition, or any combination of these measures.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

- a. **Letter of Map Amendment (LOMA)**

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

b. Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

c. Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Adjacent Grade means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Ordinance. This definition applies even when the floor below ground level is not enclosed by full-height walls.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market Value (see definition for **Fair Market Value**)

Mean Sea Level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Mixed Use Building means a building that has both residential and non-residential uses.

National Flood Insurance Program (NFIP) is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

National Geodetic Vertical Datum (NGVD) of 1929 means a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

New Construction means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 15, 1978.

Non-Residential Building means, a commercial or mixed-use building where the primary use is commercial or non-habitational.

Non-residential Property means either a non-residential building, the contents within a non-residential building, or both.

North American Vertical Datum (NAVD) of 1988 means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

Post-FIRM means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

Pre-FIRM means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

Recreational Vehicle means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the Program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as "first layer" coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRM's effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRM's effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a Violation means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss Agricultural Structure means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

Repetitive Loss Property means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

Residential Building means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

Residential Property means either a residential building or the contents within a residential building, or both.

Riverine means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

Section 1316 means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be

implemented in instances where States or communities submit declarations specifically for that purpose.

Severe Repetitive Loss Structure means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

Sheet Flow Area (see definition for **Area of Shallow Flooding**)

Single-family Dwelling means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

Special Flood Hazard Area (SFHA) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a **substantial improvement**, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP.

For insurance purposes, **structure** means:

- (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
- (2) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Variance means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this Ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood.

X Zones (unshaded) designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

Zone of Imminent Collapse means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

ARTICLE 7

LEGAL STATUS PROVISIONS

SECTION A. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION B. ENFORCEABILITY OF ORDINANCE AND FUTURE REVISIONS

The provisions within this Ordinance must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this Ordinance take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If the City of Madison repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, the City of Madison will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this Ordinance. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. The City of Madison agrees to revise its floodplain management Ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

C. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

D. REPEAL OF CONFLICTING PROVISIONS

Chapter 17, Floods, of the Madison City Code is hereby repealed in its entirety and replaced with Articles 1 through 6 of this Ordinance.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-008-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
FACILITY USE AGREEMENT WITH CITY OF MADISON BOARD OF
EDUCATION FOR USE OF THE DISCOVERY MIDDLE SCHOOL GYM**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Facilities Use Agreement with the City of Madison Board of Education (herein "the BOE") for the use of the Discovery Middle School Gym for ReadyFest 2024, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Facilities Use Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

Paul Finley, Mayor
City of Madison, Alabama

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MADISON BOARD
OF EDUCATION FOR THE USE OF THE DISCOVERY MIDDLE SCHOOL
GYMNASIUM AND NORTH PARKING LOT**

THIS AGREEMENT IS MADE by and between the **CITY OF MADISON BOARD OF EDUCATION**, (hereinafter “BOE”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the BOE is the owner of property identified as Discovery Middle School, which is located within the city limits of Madison, Alabama; and

WHEREAS, on or about February 24, 2024, the City desires to use the Discovery Middle School Gymnasium and North Parking Lot for the yearly presentation of ReadyFest 2024; and

WHEREAS, ReadyFest 2024 is a community preparedness fair including a focus on safety, shelter, healthy living and economic readiness; and

WHEREAS, the City has determined that it is desirable and in the public interest to enter into this Agreement with the BOE for use of the Discovery Middle School facilities for ReadyFest 2024; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set out, the Parties do hereby agree as follows:

1. Term: This Agreement shall come into effect when the Parties execute and affix their respective signatures hereto in their duly authorized capacities. The terms of this agreement shall only be for the date of February 24, 2024.
2. Compensation: During said term, it is hereby agreed that the City will not be required to provide the BOE any compensation for the use of the facilities for the one-day ReadyFest 2024 event.
3. Scope: The City will organize, operate, and coordinate the operations of ReadyFest 2024.
4. Independent Contractor: It is mutually understood and agreed, and it is the stated intent of the parties that the City and its employees and/or agents are in no way deemed to be an agent, representative, department, or division of the BOE. It is further mutually understood and agreed that officers, employees, and any other agents of the BOE are not nor shall they be deemed to be officers, employees, or agents of the City. The ReadyFest operations shall not be deemed or construed to be a partnership, joint venture with the BOE nor shall the City at any time use the name or credit of the BOE

in purchasing or attempting to purchase any services, goods, equipment, supplies, or other things whatsoever for ReadyFest 2024.

5. Non-Exclusivity: The Parties acknowledge that this Agreement is not for the exclusive use of the Premises.
6. Use: Under no circumstances and in no event shall the City use the Premises for any other activity or purpose than to operate and manage ReadyFest 2024.
7. Care of Premises: During the term of this Agreement, the City agrees to take care of the Premises, to commit no waste of property nor allow the same to be done, and, upon the termination of this Agreement, to surrender quiet and peaceable possession of said Premises in the same condition as at the commencement of this Agreement. The City shall neither place nor construct any permanent or temporary signs, buildings, or other structures on the Premises without the prior written approval of the BOE.
8. Compliance with Laws: The City agrees to comply with all applicable local, state, and federal laws in its execution of the responsibilities accepted and exercise of the rights conferred by this Agreement. The City further agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation or otherwise be subjected to unlawful discrimination.
9. Governing Law: This Agreement shall be governed by the laws of the State of Alabama.
10. Limitation of Liability: The BOE shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the City, its participants, agents, representatives, employees, members, or directors, or by any person at any time using, occupying, or visiting the appropriated Premises during the City's use of such property, or who may be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the City or any participant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than matters and things above set forth, and the City shall indemnify and hold harmless the BOE from and against all claims, liability, loss or damage, whatsoever, including, but not by way of limitation, all costs, attorney's fees and expenses incurred on account of any such loss, injury, death, or damage and injuries to property and persons in, on, or about the Premises, from any cause arising at any time.
11. Insurance: The City agrees to provide proof of insurance coverage naming the BOE as an additional insured, in the amounts and for the types of coverage which may be required by the BOE's insurance carrier.

12. Non-Assignment: The City is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
13. Waiver: The failure of either party to insist in any one or more instances upon a strict performance of any of the covenants, conditions, requirements, or promises of this Agreement shall not be construed as a waiver or a relinquishment of any other clause of this Agreement, but the same shall continue and remain in full force and effect.
14. Third Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
15. Priority of Use: The Parties understand and agree that any use of the Premises contemplated in this Agreement is subject and subordinate to the public use, school system, and business needs of the BOE.
16. Entire Agreement & Amendment: The entire Agreement between the City and the BOE is contained in this Agreement and this Agreement may not be modified orally or in any other manner other than by an additional Agreement in writing signed by both parties.
17. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
18. Notices: All notices to City shall be addressed to:
- City Attorney
Madison City Hall
100 Hughes Road
Madison, Alabama 35758
- All notices to the Board of Education shall be addressed to:
- Attn: Dr. Ed Nichols, Superintendent
Madison City Schools
211 Celtic Drive
Madison, Alabama 35758

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

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

Notary Public

CITY OF MADISON BOARD OF EDUCATION

By: _____
Dr. Ed Nichols, Superintendent

Date: _____

STATE OF ALABAMA

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ss

COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Madison Board of Education.

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

Notary Public

ORDINANCE NO. 2023-419

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS SUBDIVISION – PHASE 1

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Diltina Development Corporation, requesting the vacation of utility and drainage easement located within Tract 4 and Tract 5 of Bellawoods Subdivision – Phase 1 and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS - PHASE 1 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 4, THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 1684.68 FEET TO A POINT; THENCE NORTH 77 DEGREES 52 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 85 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1683.28 FEET TO A POINT; THENCE SOUTH 89 DEGREES 01 MINUTE 12 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.39 ACRES MORE OR LESS.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of January 2024.

*Ordinance 2023-419
Vacation of Easement – Bellawoods Phase 1 Subdivision
Page 1 of 2*

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

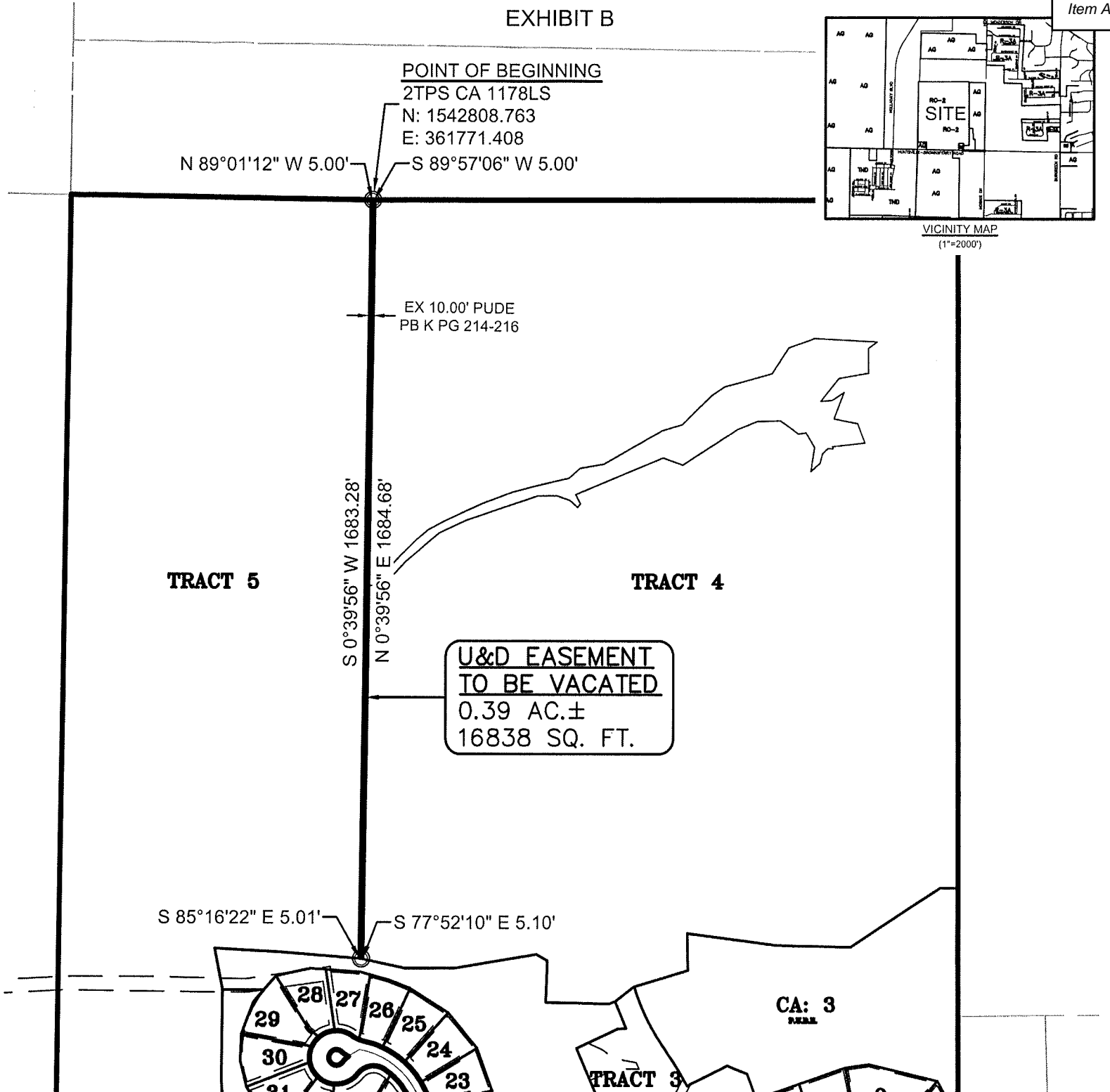
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

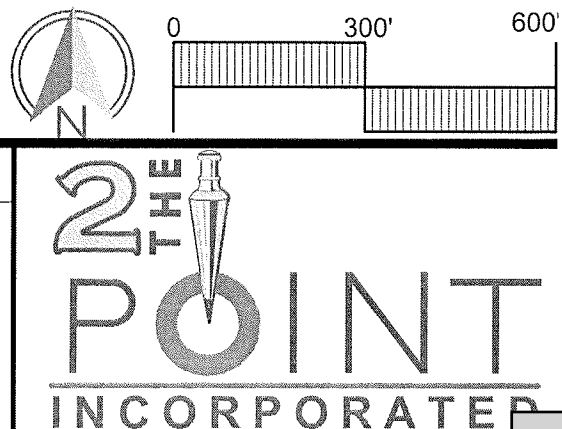
EXHIBIT B

Item A.



DRAWN BY: RL, AB&JCB
 FIELD CREW: ZJ
 FIELD DATE: 03/22/23
 OFFICE DATE: 11/16/23
 CHECKED BY: ASM
 SHEET: 1 OF 1
 JOB NO: S19-006

UTILITY & DRAINAGE EASEMENT VACATION
BELLAWOODS - PHASE 1
 CITY OF MADISON, ALABAMA
 SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST



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

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

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

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS - PHASE 1 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 4, THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 1684.68 FEET TO A POINT; THENCE NORTH 77 DEGREES 52 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 85 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1683.28 FEET TO A POINT; THENCE SOUTH 89 DEGREES 01 MINUTE 12 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.39 ACRES MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of January, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

*Quitclaim Deed
Bellawoods Phase 1 – Tracts 4 & 5, U&D VOE
Page 1 of 2*

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

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

Notary Public

ORDINANCE NO. 2024-011

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT N-3 OF THE FINAL PLAT OF TOWN MADISON SUBDIVISION – PHASE 13

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Old Town Investments, LLC, requesting the vacation of utility and drainage easement located within Tract N-3 of Town Madison Subdivision – Phase 13 and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF TRACT N-3 OF TOWN MADISON PHASE 13, A RESUBDIVISION OF TRACTS N-1 AND N-3, TOWN MADISON PHASE 12, A RESUBDIVISION OF TRACT N-1, TOWN MADISON PHASE 9, A RESUBDIVISION OF TRACT N, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 2023, PAGES 12-13 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING 5.00 FEET TAKEN EVENLY OFF THE WEST BOUNDARY OF AN EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING WEST OF AND ADJACENT TO THE WEST RIGHT-OF-WAY MARGIN OF OUTFIELD DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT N-3, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY OF OUTFIELD DRIVE, THENCE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST AND ALONG THE SOUTH BOUNDARY OF SAID TRACT N-3, 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST AND ALONG THE SAID SOUTH BOUNDARY, 5.00 FEET TO A POINT ON THE WEST BOUNDARY OF SAID EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE NORTH 00 DEGREES 39 MINUTES 36 SECONDS EAST AND ALONG THE SAID WEST BOUNDARY OF AN EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, 326.45 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT N-3; THENCE ALONG THE SAID NORTH BOUNDARY, SOUTH 89 DEGREES 20 MINUTES 24 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 36 SECONDS WEST, 326.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 1632 SQUARE FEET, MORE OR LESS.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of January 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 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	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

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

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF TRACT N-3 OF TOWN MADISON PHASE 13, A RESUBDIVISION OF TRACTS N-1 AND N-3, TOWN MADISON PHASE 12, A RESUBDIVISION OF TRACT N-1, TOWN MADISON PHASE 9, A RESUBDIVISION OF TRACT N, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 2023, PAGES 12-13 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING 5.00 FEET TAKEN EVENLY OFF THE WEST BOUNDARY OF AN EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING WEST OF AND ADJACENT TO THE WEST RIGHT-OF-WAY MARGIN OF OUTFIELD DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT N-3, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY OF OUTFIELD DRIVE, THENCE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST AND ALONG THE SOUTH BOUNDARY OF SAID TRACT N-3, 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST AND ALONG THE SAID SOUTH BOUNDARY, 5.00 FEET TO A POINT ON THE WEST BOUNDARY OF SAID EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE NORTH 00 DEGREES 39 MINUTES 36 SECONDS EAST AND ALONG THE SAID WEST BOUNDARY OF AN EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, 326.45 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT N-3; THENCE ALONG THE SAID NORTH BOUNDARY, SOUTH 89 DEGREES 20 MINUTES 24 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 36 SECONDS WEST, 326.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 1632 SQUARE FEET, MORE OR LESS.

Quitclaim Deed
Town Madison Phase 13 – Tract N-3, U&D VOE
Page 1 of 2

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of January 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public