



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**February 27, 2023**

**AGENDA NO. 2023-04-RG**

To protect the public health during the COVID-19 pandemic, according to State and Federal guidelines, the City Council will observe social distancing procedures at the Council Meeting. Anyone who is sick or who is living with a quarantined family member should not attend the meeting. 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 would like to weigh in on a Council matter but do not want to attend due to concerns about the pandemic may contact the City Clerk's Office or the Mayor's Office (contact information on City website [www.madisonal.gov](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons , Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-03-RG, dated February 13, 2023

B. Minutes No. 2023-02-WS, dated February 15, 2023

7. PRESENTATIONS AND AWARDS

A. Warren Averett - Annual Review of BallCorps, LLC

B. Presentation by BallCorps, LLC

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](mailto: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](mailto:citycouncil@madisonal.gov)

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. Authorization of payment to Barge Design Solutions, Inc. in the amount of \$21,978.21 for professional services completed from January 1 - 27, 2023 on CIP Project No. 19-047 (Wall Triana and I-565 Intersection Improvements - ATRP2-45-2020-327) (Invoice No. 208038, PO No. 2022-1151) (to be paid from 2015-A Bond account).
- C. Approval of Purchase Order for Allstar Pro Services in the amount of \$625.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- D. Approval of Purchase Order for Allstar Pro Services in the amount of \$8,900.00 for general maintenance at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- E. Authorization of payment to Wiregrass Construction in the amount of \$51,673.97 for work completed from December 1 - 31, 2022 (Invoice #13 - \$9,508.83) and January 1 - 31, 2023 (Invoice #14 - \$42,165.14) on CIP Project No. 20-028 (Middle School Infrastructure Project - Bid No. 2021-008-ITB) (to be paid from 2020-A Bond Account)
- F. Approval of Purchase Order for KC<sup>2</sup> Contracting, LLC in an amount up to \$5,832.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- G. Authorization of payment to Carcel & G Construction, LLC in the amount of \$391,544.38 for Invoice No. 21 on CIP Project No. 18-022 (Hughes Road Construction - Bid No. 2019-010-ITB) (to be paid from 2018-C Bond Account)
- H. **Bid No. 2023-002-ITB**: solicit bids for Dublin Soccer Field No. 5 lighting installation (to be issued in early March)
- I. **Resolution No. 2023-023-R**: Approving an annual appropriation agreement with the Community Free Dental Clinic for FY 23 in the amount of \$2,500 (to be paid from General Operating account)
- J. **Resolution No. 2023-024-R**: Approving an annual appropriation agreement with Land Trust of North Alabama for FY 23 in the amount of \$10,000 (to be paid from General Operating account)
- K. **Resolution No. 2023-025-R**: Approving an annual appropriation agreement with Madison Beautification and Tree Board for FY 23 in the amount of \$5,000 (to be paid from General Operating account)
- L. **Resolution No. 2023-026-R**: Approving an annual appropriation agreement with Madison City Community Orchestra for FY 23 in the amount of \$2,500 (to be paid from General Operating account)
- M. **Resolution No. 2023-027-R**: Approving an annual appropriation agreement with the National Children's Advocacy Center for FY 23 in the amount of \$20,000 (to be paid from General Operating account)
- N. **Resolution No. 2023-086-R**: approving a transportation agreement with the Madison Board of Education for the Dublin Park Eggstravaganza to be held on April 8, 2023
- O. **Resolution No. 2023-088-R**: approving a transportation agreement with the Madison Board of Education for the Dublin Park Independence Day event to be held on July 3, 2023
- P. **Resolution No. 2023-096-R**: Acceptance of AMIC Settlement Claim No. 055774 in the amount of \$43,490.30 for several city properties (Final Payment. Claim is now closed)
- Q. **Resolution No. 2023-097-R**: Providing for the disposition of personal property of negligible value, formerly used by the Court Department (3-Samsung Printers), pursuant to Section 16-108 of the Code of Ordinances

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

- A. Resolution No. 2023-089-R: Authorizing a professional services agreement with Traci R. Gillespie (to be paid from the Mayor's Office budget)

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

- A. Resolution No. 2023-080-R: Authorizing Changes to Job Classification Plan, Human Resources

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

- A. Resolution No. 2023-090-R: Authorizing video archiving of February 15, 2023 City Council Work Session

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto: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](mailto:citycouncil@madisonal.gov).

- A. Resolution No. 2023-084-R: Approving a request for a Restaurant Retail Liquor License from J & T Hall, LLC, doing business as Lanier House, for their location at 20 Martin Street

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. Resolution No. 2023-056-R: Authorizing a Professional Services Agreement with OHM Advisors for engineering design on Project 23-011 (Balch Rd and Gooch Lane Intersection Improvements) in the amount of \$156,700.00 (to be paid from Engineering Department budget)
- B. Resolution No. 2023-062-R: Authorizing a Professional Services Agreement with Croy Engineering for design services for Project 22-008 (Bradley Street Improvements) in an amount not to exceed \$178,940.00 (to be paid from Engineering Department budget)
- C. Resolution No. 2023-063-R: Authorizing a Professional Services Agreement with SAIN Associates, Inc. for engineering design services on Project 23-010 (Old Madison Pike Widening and Browns Ferry Rd Mill/Overlay) in an amount not to exceed \$180,915.00 (to be paid from Engineering Department budget)
- D. Resolution No. 2023-087-R: Accepting quote from Nearmap US, Inc. for a subscription for aerial photos and AI vector files for the GIS system for the Engineering Department in the amount of \$8,200 (to be paid from Engineering Department budget)

**PLANNING**

- A. Proposed Ordinance No. 2023-042:** Vacation of a utility and drainage easement located within Pride Subdivision, located north of Lanier Road and east of the railroad (First Reading 02/13/2023)
- B. Proposed Ordinance No. 2023-079:** Vacation of a portion of a utility and drainage easement at 219 Coach Lamp Drive in Willow Creek Subdivision (First Reading)
- C. Resolution No. 2023-081-R:** Approving a Permissive Use Agreement with The Village at Oakland Springs Neighborhood Association, Inc. for the monument entrance sign for The Village at Oakland Springs subdivision
- D. Resolution No. 2023-082-R:** Approving a Permissive Use Agreement with SS Madison, LLC for entry signage at The Avenue project.
- E. Resolution No. 2023-083-R:** Approving Professional Services Agreement with ArcSpace Studio in the amount of \$17,600 for preparation of a Master Plan for the Farley-Wann House (to be paid from Planning Department budget)

**POLICE**

- A. Resolution No. 2023-074-R:** Ratifying an MOU for notification of exposure to trauma with the Madison Board of Education, the City of Madison, Alabama and The National Children's Advocacy Center
- B. Proposed Ordinance No. 2023-085:** Regulating wrecker services and towing operations (First Reading)

**PUBLIC WORKS**

- A. Resolution No. 2023-073-R:** Approving a Professional Services Agreement with Mike Gentle (to be paid from Public Works Department budget)
- B. Resolution No. 2023-093-R:** Acceptance of Bid No. 2023-001-ITB for gravel and aggregate stone contract to Rogers Group Inc. (\$1,136.25 per ton to be paid from Public Works budget)
- C. Proposed Ordinance No. 2023-094:** Authorizing a Joint Purchasing Agreement with Madison County to utilize each other's bids (First Reading)

**RECREATION**

- A. Resolution No. 2023-077-R:** Authorizing purchase of lights for Hexagon pickleball court lighting from Musco Sports Lighting in the amount of \$85,800 (Sourcewell contract #071619-MSL) (to be paid from Capital Outlay)
- B. Resolution No. 2023-078-R:** Approving the purchase of lights for the Hexagon ball fields in the amount of \$206,900 from Musco Sports Lighting (Sourcewell Contract # 071619-MSL) (to be paid from Capital Outlay)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

16. AGENDA ITEMS

**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. 2023-03-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
February 13, 2023**

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

The Madison City Council met in regular session on Monday, February 13, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor, Dr. Tommy Gray of Asbury Church provided the invocation followed by the Pledge of Allegiance led by Students from St. John's Baptist Catholic School.

Council President Bartlett thanked the second-grade class at St. John's Baptist Catholic School for presenting Council with the Certificate of Appreciation along with snacks.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Revenue Cameron Grounds, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Bernadette Mayer, Jocelyn Broer, Dee Voelkel, Aaron Clingerman, Kathy Patrick, and Jennifer Coe

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2023-02-RG DATED JANUARY 23, 2023**

Council Member Powell moved to approve Minutes No. 2023-02-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION OF CERTIFICATES TO MADISON CITY SCHOOL STUDENTS FOR ARBOR DAY POSTER CONTEST**

Carolyn Reagle with the Madison Beautification and Tree Board presented the following Madison City School students with certificates for placing 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place in the Arbor Day Poster Contest:

**Horizon Elementary - Consuella Datcher**

- 1<sup>st</sup> Dean Charman
- 2<sup>nd</sup> Amy Li
- 3<sup>rd</sup> Lindell Flippo

**St. John’s the Baptist Catholic School - Julie Godwin**

- 1<sup>st</sup> Victoria Fuentes
- 2<sup>nd</sup> Anna Putman
- 3<sup>rd</sup> Jasmine Osborne

**Midtown Elementary - Arleta McCall**

- 1<sup>st</sup> Austin Landon
- 2<sup>nd</sup> Landon McGuire
- 3<sup>rd</sup> Kaziya Cheaton

**Madison Elementary - Shannon Lilienthal**

- 1<sup>st</sup> William Dawson
- 2<sup>nd</sup> Rayne King

3<sup>rd</sup> Margaret Lin

**Mill Creek Elementary - Jacqueline Smith**

1<sup>st</sup> Samantha Ferguson

2<sup>nd</sup> Emerson Rooks

3<sup>rd</sup> Kate Albritton

**Rainbow Elementary - William Smoak**

1<sup>st</sup> Kassidy Kemp

2<sup>nd</sup> Olivia Smith

3<sup>rd</sup> Kennedy Kemp

**Columbia Elementary (1st place winner only) - Jayna Stockwell**

1<sup>st</sup> Sarah Mori

Council Member Denzine congratulated all the students and let everyone know that the posters are on display at the public library. Council Member Denzine also expressed that the creativity was wonderful and thanked the teachers who take charge of these programs to make them possible.

Round of applause and congratulations were given.

**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](mailto: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](mailto:citycouncil@madisonal.gov).*

**KATHY PATRICK (DISTRICT 6) STAVEMILL ESTATES**

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

- Opposition of Council-Manager Form of Government

**BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION**

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

- Current city debt
- Reduction of time from 5 to 3 minutes for public comments (Res No. 2021-268-R)
- Transparency and communication of information
- Erosion of public trust and confidence
- Lack of updates on Madison City website
- Work session discussion on proposed changes in government

**MS. JENNIFER COE (DISTRICT 5) ASHLEY ESTATES**

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

- Council-Manager Form of Government

**MS. MARGI DALY (DISTRICT 6)**

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

- Council-Manager Form of Government
- Transparency
- City Manager

**MS. JOCELYN BROER (DISTRICT 4) TAYLOR’S CROSSING**

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

- Consent and Finance Committee report items for Toyota Field improvements
- Asked for explanation from Director of Development Services Mary Beth Broeren on Proposed Ordinance No. 2023-042

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council Member Powell shared that the Finance Committee has reviewed everything and that there are a lot of items for the multi-use venue. Council Member Powell reminded everyone that there is a maintenance fund that is funded every year and that it pays for some of these things. Council Member Powell referred to Mayor Finley for additional information. Mayor Finley explained that everything has been reviewed by the city attorney and everything meets all state bid requirements or statutes if it required it. Mayor Finley also pointed out that the Consent Agenda includes departmental and non-city appropriations. Council Member Powell explained that the reason why the departmental and non-city appropriations, and resolutions are included in the Consent Agenda is because it is a more efficient this way.

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

General Operating account	\$2,387,549.30
Special General Operating Accounts	\$795.55
ADEM Storm Drainage	\$1,500.00
1/2 Cent Infrastructure	\$144,704.61
Gasoline Tax & Petroleum Inspection fees	\$43,582.92
Street Repair and Maintenance	\$3,889.53



CIP Bond Accounts	\$25,225,891.18
Library Building Fund	\$85,666.23
Community Center Reconstruction	\$114,688.79

Regular and periodic bills to be paid

Approval of final payment to Rogers Group, Inc. in the amount of \$7,372.89 (Invoice No. 46400, Project No. 20-028, Middle School Roadway Extension) (to be paid from 2020-A Bond account)

Approval of payment to Barge Design Solutions in the amount of \$13,526.70 (Invoice No. 207215, PO No. 2022-1151, Nov. 26 - Dec. 30, 2022, Project No. 19-047 Wall Triana and I-565 Improvements) (to be paid from 2015-A Bond account)

Approval of payment to Elite Storage Products in the amount of \$2,500.00 for Phase 1 Improvements at Toyota Field (Invoice INV-2271, Payment No. 1, PO No. 2023-0445) (to be paid from Venue Maintenance Fund)

Approval of Purchase Order for Elite Storage Products in the amount of \$5,000.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for Tate Ornamental, Inc. in the amount of \$13,790.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for Lowe's Companies, LLC in the amount of \$2,770.98 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for Ferguson Enterprises, LLC in the amount of \$9,733.33 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for Wallace Construction, LLC in the amount of \$18,664.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

**Resolution No. 2023-018-R:** Approving an annual appropriation agreement with Wellstone, Inc. for FY23 in the amount of \$40,000.00 (to be paid from General Operating account)

**Resolution No. 2023-019-R:** Approving an annual appropriation agreement with Huntsville Botanical Garden for FY23 in the amount of \$10,000.00 (to be paid from General Operating account)

**Resolution No. 2023-020-R:** Approving an annual appropriation agreement with Crisis Services of North Alabama for FY23 in the amount of \$10,000.00 (to be paid from General Operating account)

**Resolution No. 2023-021-R:** Approving an annual appropriation agreement with The Enrichment Center for FY23 in the amount of \$20,000.00 (to be paid from General Operating account)

**Resolution No. 2023-022-R:** Approving an annual appropriation agreement with Health Establishments At Local Schools for FY23 in the amount of \$5,000.00 (to be paid from General Operating account)

**Resolution No. 2023-057-R:** Authorizing an agreement with the North Alabama Highway Safety Office for traffic safety grant funds

**Resolution No. 2023-068-R:** Renewal of one-year maintenance agreement with Stryker for LifePak 15's, LifePak 1000's and Lucas devices in the amount of \$17,448.80 (to be paid from the Fire Department budget)

**Resolution No. 2023-069-R:** Providing for the disposition of personal property of negligible value, formerly used by the Parks & Recreation Department (Moto Max Trax 100 (2), 2-Drawer Wood Filing Cabinet) pursuant to Section16-108 of the Code of Ordinances

**Resolution No. 2023-070-R:** Providing for the disposition of personal property of negligible value, formerly used by the Parks & Recreation Department (mowers, vehicles, and other items), via online auction through Govdeals website, pursuant to Section16-108 of the Code of Ordinances

Acceptance of donation from Chambers Bottling Co. in the amount of \$34.77 (to be deposited into Fire Department Donation account)

Acceptance of donation for the Senior Center Donation from M.C. Flurer for \$25.00

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Regarding BallCorps: auditor will be coming to the next Finance Committee meeting which will be held on Monday, February 27<sup>th</sup> at 4:30pm. Following the meeting at the City Council meeting BallCorps will presents their last year's numbers and the total that the city will receive from them.
- Reminded everyone Work Session will be held on Wednesday, February 15<sup>th</sup> at 5:30pm. Topics will be:
  - Capital Improvement Project list
  - Director of Development Services Mary Beth Broeren will provide an economic development update.
  - Town Madison Interchange
  - Community Center
- Recognized the Madison Police Citizens Advisory Committee on their last meeting and the topic of being stopped by the Police Department. It was educational and beneficial to our city.
- Reiterated that Madison Forward is their own group.
- Provided a brief overview of the process regarding Governance Transition since Madison Forward has refiled their signatures with the probate judges in Madison and Limestone County

#### **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Industrial Development Board report
- Thanked the Police Department, Police Chief Gandy, K-9 Officer Lawson along with K-9 Bruno, the Fire Department, Fire Chief Bailey for their support during their presentation to the Boy Scout Troop 340.
- The Library Sale will be held this weekend February 18<sup>th</sup> from 9am-1pm and February 19<sup>th</sup> from 1pm to 4pm. Books will be offered for a quarter or 5 for a dollar, and is a great opportunity to support Friends of the Library children's programs.
- Madison ReadyFest, an emergency preparedness event, will be held on Saturday, February 25<sup>th</sup> from 9am-1pm at Discovery Middle School and will focus on the following 6 areas of concentration:
  - Safety and Security
  - Food, Water, and Shelter
  - Health and Medical
  - Energy
  - Communications
  - Transportation

#### **COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Reported on Top of Alabama Regional Council of Governments (TARCOG) meeting where they are trying to transition to a new facility. Commended TARCOG staff for

completing all their functions to the community even though their workforce is spread out.

### **COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- Addressed emails he has received about Governance Transition Committee and provided a brief overview of the process

### **COUNCIL DISTRICT NO. 4 GREG SHAW**

Absent

### **COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

- Shared that the Work Session will be live stream
- Had City Attorney Brian Kilgore explain the Alabama Code §11-43A-1.1. along with clarifying Council's role in the Council-Manager Form of Government

### **COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Asked if there is a deadline as to when the names have to be turn in for the governance transition. Mayor Finley responded that there is not a deadline, but if it gets turned down again the amount of time is getting shorter and shorter for when they would have to make a decision as it is a 4-6 months process to do the redistricting. Mayor Finley said they currently have 2 ½ to 3 years to have it done but he would like to have at least a year or more so that people can make a good decision on districts.
- Attended the Madison Police Citizens Advisory Committee and commended the information that was given regarding traffic stops and the interaction with the police officers. There was 20 people that attended.
- Shared her experience with the 9/11 memorial in New York City that she visited. Shared her gratefulness for the Madison Police Department for all that they do for our citizens to keep out city safe.
- Shared her experience during her ride along with Officer Thornton from 2pm-5pm and Officer Arnold from 6pm-3am from the Madison Police Department.
- Wished everyone a Happy Valentine's Day

### **COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Explained how it is not up to Council regarding the Governance Transition
- Volunteers for Boards and Committees
- Toyota Field and the Venue Maintenance Fund
- Reminded everyone of the Planning Commission Meeting on Thursday, February 16<sup>th</sup> at 5:30pm

## **BOARD/COMMITTEE APPOINTMENTS**

None

## **PUBLIC HEARINGS**

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

### **PROPOSED ORDINANCE NO. 2023-006: ZONING CERTAIN PROPERTY OWNED BY BOONE HENRY THREE, LLC AND CLIFT FARMS PLACE, LLC, CONSISTING OF APPROXIMATELY 4.8 ACRES, LOCATED NORTH OF U.S. HIGHWAY 72, EAST OF UNCLE FRANK BOULEVARD TO B3 (GENERAL BUSINESS) DISTRICT (FIRST READING 01/09/2023)**

Director of Development Services Mary Beth Broeren reminded Council that the city recently annexed the Publix property and set the public hearing for this hearing after the first reading which was done back in January. Director of Development Services Mary Beth Broeren is recommending the zoning be B3 which is the typical zoning for Highway 72. The Planning Commission and staff are also recommending approval of this.

Council President Bartlett opened the floor for public comments.

Margi Daly asked why they are changing the zoning to B3 on the two smaller pieces of property with the Publix.

Council President Bartlett asked if there were any more public comments and with there being no more, public comments was closed.

Director of Development Services Mary Beth Broeren responded to Ms. Daly's question to the rezoning of the two smaller pieces of property. Director of Development Services Mary Beth Broeren explained that the two pieces of property are used for storm detention and even though they are separated from the Publix's property, they are used as commercial property and B3 is commercial zoning not industrial. The city does not have zoning for a remnant storm drainage piece of property. Director of Development Services Mary Beth Broeren also

advised that given that it is a storm detention, no developments are going to occur, but if they did it would generate sales tax dollars which would not be a bad thing either.

Council Member Powell moved to approve Ordinance No. 2023-006. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-059-R: APPROVING A REQUEST FOR AN OFF-PREMISE BEER AND WINE LICENSE FROM MOCHA 2 CORPORATION, DOING BUSINESS AS ON THE WAY CHEVRON, FOR THEIR LOCATION AT 8530 MADISON BOULEVARD**

Revenue Officer Cameron Grounds informed Council that the business has recently been sold and all departments have signed off on the paperwork.

Council President Bartlett asked Revenue Officer Cameron Grounds if anyone was here from the business. Revenue Officer Cameron Grounds responded that there was not.

Council President Bartlett opened the floor for any public comments regarding this request.

Margi Daly asked if there is a map showing where we are approving liquor licenses so that they are not near schools. Also, if there are any regulations or are we approving anyone who wants a liquor license.

Council Member Powell responded that this location already has a liquor license but that this is needed due to the transfer of ownership.

Council President Bartlett asked if there were any more public comments and with there being no more, public comments were closed.

Council President Bartlett asked Revenue Officer Cameron Grounds to address the question about mapping. Revenue Officer Cameron Grounds responded that since it is zoned B3 there is no distance requirements. Revenue Officer Cameron Grounds said that he could incorporate a map with photos next time from here on out.

Council Member Spears asked if there is still a regulation regarding distance from schools. Revenue Officer Cameron Grounds responded that the 500 ft requirement from schools and churches was removed many years ago.

Council Member Denzine also asked if the regulation was removed. Revenue Officer Cameron Grounds could not remember the exact date it was removed but said it was removed within the last 10 years.

Council President Bartlett asked if there were any other questions from Council. With none, Council Member Seifert moved to approve Resolution No. 2023-059-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-060-R: APPROVING A REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM EL MEZCAL BAR & GRILL, LLC, DOING BUSINESS AS EL MEZCAL BAR & GRILL, FOR THEIR LOCATION AT 8572 MADISON BOULEVARD, SUITE R**

Revenue Officer Cameron Grounds informed Council that the business has recently been bought by El Mezcal and it is the same type of business that was there before. Revenue Officer Cameron Grounds also informed Council that all departments have signed off on the paperwork and that no representatives from the business were present.

Council President Bartlett opened the floor for any public comments regarding this request. There being none, she closed the floor and asked for any questions from Council. There being none, Council President Bartlett asked for a motion.

Council Member Wroblewski moved to approve Resolution No. 2023-060-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-061-R: APPROVING A REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM BOWL MADISON, DOING BUSINESS AS BOWL MADISON, FOR THEIR LOCATION AT 8661 HIGHWAY 72 WEST**

Revenue Officer Cameron Grounds informed Council that the business has recently been sold and it is the same type of business that was there before. Revenue Officer Cameron Grounds also informed Council that all departments have signed off on the paperwork and that there is a representatives from the business for questions if needed.

Council President Bartlett opened the floor for any public comments regarding this request. There being none, she closed the floor and asked for any questions from Council. There being none, Council President Bartlett asked for a motion.

Council Member Spears moved to approve Resolution No. 2023-061-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**RESOLUTION NO. 2023-039-R: AUTHORIZATION OF APPROVAL OF MAINTENANCE AGREEMENT AND DRAINAGE EASEMENT FOR EVERSTEAD AT MADISON DEVELOPMENT**

Council Member Powell moved to approve Resolution No. 2023-039-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-051-R: AUTHORIZING A REVISED AGREEMENT WITH ALDOT FOR MADISON BOULEVARD RESURFACING AND SAFETY IMPROVEMENTS PROJECT (\$5,000,000.00 FHWA FUNDS, \$1,250,000.00 CITY MATCH FUNDS) (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-051-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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



Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2023-064-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME INC. FOR ADEM PERMIT APPLICATION, DOCUMENTATION, AND INSPECTION ON PROJECT 15-021 (BALCH ROAD IMPROVEMENTS), IN AN AMOUNT NOT TO EXCEED \$23,905.00 (TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2023-064-R. Council Member Spears seconded. Mayor Finley asked if City Engineer Michael Johnson could explain what they will be doing there. City Engineer Michael Johnson provided a brief description of the reduction in the scope of the project. Council Member Wroblewski asked about the addition of sidewalks. City Engineer Michael Johnson responded that he did not have the details on the sidewalk. Council Member Wroblewski asked if he could provide some details on that. City Engineer Michael Johnson responded that he would get her the information. Mayor Finley added that he will be bringing this project along with another to the work session that is being held Wednesday night. 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 Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2023-065-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MORELL ENGINEERING INC. FOR ENGINEERING DESIGN SERVICES ON PROJECT 22-002 (MADISON BLVD RESURFACING AND SAFETY IMPROVEMENTS) ALDOT PROJECT NO. STPAA-4522(251) IN AN AMOUNT NOT TO EXCEED \$279,774.00 (TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-065-R. Council Member Seifert seconded. Council Member Seifert asked for clarification between Item B, Resolution No. 2023-051-R and this current resolution. City Engineer Michael Johnson explained that Item B was the revision of the agreement, and this resolution is the allocation of the funds from Item B. Council Member Powell also confirmed that Item B. is correcting the contract and Item D., Resolution No. 2023-065-R is applying some of the funds from Item B. towards this agreement. 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 Ranae Bartlett	Aye

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2023-066-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FROG WASHERS FOR STORMWATER POND DREDGING (SEDIMENT REMOVAL) TO IMPROVE WATER QUALITY, IN AN AMOUNT NOT TO EXCEED \$15,000.00 (TO BE PAID FROM FUND 11 STORMWATER USER FEES)**

Council Member Powell moved to approve Resolution No. 2023-066-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-067-R: ACCEPTANCE OF ANDERSON PLACE SUBDIVISION INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Spears moved to approve Resolution No. 2023-067-R. Council Member Seifert seconded. Council Member Spears asked City Engineer Michael Johnson if all necessary steps have been completed. City Engineer Michael Johnson responded, "yes". 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 Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**PLANNING**

**PROPOSED ORDINANCE NO. 2023-042: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN PRIDE SUBDIVISION, LOCATED NORTH OF LANIER ROAD AND EAST OF THE RAILROAD**

This was a first reading only of proposed Ordinance No. 2023-042.

Council Member Wroblewski asked about the name "Pride Subdivision" and if it was a formality of the name. Director of Development Services Mary Beth Broeren responded that a

lot of commercial industrial properties have subdivision in them because the land is divided, so people automatically think of it as being residential, but this is clearly industrial.

**RECREATION**

**RESOLUTION NO. 2023-071-R: APPROVAL OF ADDITIONAL FUNDING OF PHASE ONE OF THE HEXAGON PROJECT IN THE AMOUNT OF \$127,000 (TO BE PAID FROM GENERAL FUND).**

Council Member Wroblewski moved to approve Resolution No. 2023-071-R. Council Member Spears seconded. Mayor Finley added the resurfacing and relining of the courts for pickleball along with court lights and field lights are some of the things being done. Director of Parks & Recreation Kory Alfred also added that he consulted with USA Pickleball and learned that when you convert existing tennis court you cannot have 4 Pickleball courts out of 1 Tennis court for it to be considered Professional Pickleball courts. Council Member Powell added he is excited for the new Pickleball courts. Council Member Seifert asked if we have done an assessment of what it is going to take to renovate the softball and baseball fields. Director of Parks & Recreation Kory Alfred responded that the outfield portion of fences are a little rough but the it is something that they can upgrade later as the fields are still usable. Council Member Seifert asked if the infield were dirt. Director of Parks & Recreation Kory Alfred confirmed that they are. Council Member Denzine asked if there are any tournament that could bring money into the city. Director of Parks & Recreation Kory Alfred responded that they are going that direction in Phase 2, with their long-term vision of getting 24 courts. 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 Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	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	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:20 p.m.

Minutes No. 2023-03-RG, dated February 13<sup>th</sup>, 2023, read, approved and adopted this 27<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Mari Bretz  
Recording Secretary



**MINUTES NO. 2023-02-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
February 15, 2022**

The Madison City Council met for a public work session on Wednesday, February 15, 2023, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma City Clerk Administrative Assistant Mari Bretz, Director of Finance Roger Bellomy, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, City Engineer Michael Johnson, Police Chief Johnny Gandy, Police Sergeant Jon Stout, City Administrator Steve Smith, Director of Development Services Mary Beth Broeren, and Director of Parks & Recreation Kory Alfred

**CURRENT PROJECT UPDATES**

**FLYOVER-AECOM**

AECOM Senior Project Manager Eddie Lobdell provided an update on the I-565 Interchange. He shared visualizations of the off-ramp and on-ramp headed westbound I-565.

Mr. Lobdell shared the uniqueness's of the project which include the following:

- Partnership between City of Madison & ALDOT on a project this size
- Tight curvatures of bridges (Auburn University to conduct research during construction with city's permission)
- Mechanically stabilized earth walls
- Existing geotechnical conditions in the area
- Foundation types
- Impacts to traffic along I-565/traffic control

- Production and fabrication

Mr. Lobdell shared the following items that will make this project successful:

- Communication and coordination between all parties
- Managing quantities and supplements
- Learning from lessons from Phase I
- Good recordkeeping, management, and closeout

Mr. Lobdell answered council members questions regarding lighting on the existing ramp, traffic impacts and timeframe during blasting times, communication with ALDOT and their involvement in the project, product testing, communication with the city engineer, city council, and other city personnel.

Mr. Lobdell shared the sequence of construction which tells the contractor what side of the roadway and what he can build. The contractor can vary from it but it would need to be approved as it is very much regulated. Mr. Lobdell showed the detours that would be used during the construction and how communication through press releases would be completed to notify the public.

Lastly Mr. Lobdell answered additional council member questions regarding big field work, rate of status updates, who defines the critical path of the project, calendar day agreement, digital signage for the public, and the distance of the bridges on I-565 after the on-ramp westbound.

### **Lee Builders-Community Center Update**

City Administrator Steve Smith shared that representative from Lee Builders had a conflict tonight and would not be available, but that he would share the update regarding the community center. He advised that on January 31<sup>st</sup> Madison had their first ever "wall-breaking" at the community center. Construction fencing has been placed with gates on each driveway, all necessary permits have been acquired, and the fencing that was connected to the buildings has come down. Plumbing fixtures in the building have been removed, HVAC generators and other electrical units have been disconnected. There were a few HVAC units that are in good shape and can be repurposed. Director for Parks & Recreation Kory Alfred is having the generator moved over to Dublin Park. The kitchen is currently being demolished and once that is completed along with another room that is being demolished, they will start working on the wings. Each wing is going to take 20 to 25 days to demolish and they will continue that until they complete all four wings. After that they will move on to the outside building. All this work will be going on for the next 3-4 months and then they will start working on steel structures and widening of the windows. Once that is completed, work inside the building will begin.

City Administrator Steve Smith explained that they meet every 2 weeks for updated and that they will continue doing so every 2 weeks.

Mayor Finley added that once they move into the next phase that they will get Lee Builders back in to provide another update.

## **CIP LIST**

Mayor Finley shared that at the end of last year he worked with department heads, City Council, and the Mayor's office to get a list of projects to put on a short-term list. Mayor Finley added that many of the projects that were discussed have funding in the FY2023 budget to move the projects forward and in some cases complete the projects. Mayor Finley discussed that many projects that have a priority have an estimated cost but that they need to have a more realistic cost to move forward. Mayor Finley discussed some of the following projects on the CIP list:

- Hughes Road/Old Madison Pike Intersection
- Balch/Brown Ferry Roundabout
- Royal Drive Phase I (if-then, economic development related)
- Bradley Street Improvement (if-then, economic development related)
- Mill Road Ditch Improvements
- Portal Lane Ditch Improvements
- Mill Road Sidewalk (County Line to Trailhead)
- Fire/Police Training Facility
- Hexagon Building 23 Upgrade
- Hexagon Complex Phase I and II
- Sunshine Oaks Phase I

Mayor Finley shared that in the current budget there is \$2.1 million dollars for CIP projects, but that Director of Finance Roger Bellomy has identified an additional \$7-\$9 million dollars that can come from the General Fund and around \$12 million in bond money for CIP projects. Before they decide what to use it they need to know what the projects are actually going to cost and then bring to council the same list with actual or close to actual numbers so that they could prioritize what they want to do. Mayor Finley concluded by asking for any questions or discussion from City Council.

Council Members asked several questions related to projects and their timelines. Mayor Finley and City Engineer Michael Johnson responded to several of these questions. Mayor Finley requested from Council a verbal council approval to have Director of Finance Roger Bellomy to move money over before mid-year budget.

Council Member Powell asked if the approval would need to be something that would need to be done on Monday night's council meeting. Mayor Finley asked Director of Finance Roger Bellomy if he needs a formal motion. Director of Finance Roger Bellomy responded that the verbal is fine and that they can ratify at mid-year budget. City Engineer Michael Johnson added that it would just help with the design process instead of waiting for two weeks. Council Member Denzine also added that she does not want to be put up to the deadline to decide on FY24 budget, which is why she would like the numbers well in advance. Council Member Spears clarified that the approval from council is just agreeing that the money needs to be shifted and that they will ratify in a future council meeting. Council Member Powell added that it is just to get the engineering design to allow them to move forward.

Council Member Denzine asked about the items on the list did not have anything mid-year or FY23 such as Fire Station 5 and Police Substation. Mayor Finley responded that it is a ways down the road as they need to get Fire Station 4 going, but it was something that they



wanted to have it on the list especially when the school being built. Mayor Finley also added that is a placeholder and that there is nothing for them to do or design right now on it.

Council Member Spears asked about the \$4 million dollar under restore our roads. Mayor Finley explained that Huntsville Mayor Tommy Battle brought 7 major projects forward to restore roads and 3 of those projects directly correspond with Madison. He also added that it is a placeholder and if we were to be partners in these projects the amounts listed are a starting point. Council Member Spears asked about TVA money and Mayor Finley responded that it was not going to happen as he has asked and has educated Chairman McCutcheon on what money is out there.

Mayor Finley asked for a nod of heads on the moving forward and council members were all in agreement.

Council President Bartlett clarified that as a council they have not prioritize any of the CIP projects until they have better estimate on the projects and then at that time they can prioritize.

Mayor Finley closed his presentation with letting know that if they want to they can do a matrix to score each one of the project, similar to what was done back in 2017. Mayor Finley passed along his thanks to all the department heads and City Administrator Steve Smith.

**ECONOMIC DEVELOPMENT UPDATE**

Director of Development Services Mary Beth Broeren presented the following projects that are on the horizon as well as projects that were completed in 2021, 2022, and 2023 in the following areas of Madison:

**Town Madison**

- |                                |                                                          |
|--------------------------------|----------------------------------------------------------|
| aVid                           | Slim Chickens (2022/23)                                  |
| Hilton Garden Inn              | Super Chix (2022/23)                                     |
| Home2Suites                    | Taco Mama (2022/23)                                      |
| Chipotle (2022/23)             | Twice Daily/White Bison                                  |
| Duluth Trading Company         | The Yard Milkshake Bar                                   |
| Five Guys (2022/23)            | BJ's (Coming Jan 2024)                                   |
| I Love Sushi Express (2022/23) | Marriot (Coming Summer 2024)                             |
| Luxury Nails (2022/23)         | Edgar's (Coming Fall 2023)                               |
| J. Alexander's (2022/23)       | Cava Grill (Coming Spring 2023)                          |
| Moe's BBQ                      | Starbucks (Coming March 24 <sup>th</sup> )               |
| Outback Steakhouse             | The Dempsey Commercial and Live/Work Units (Coming Soon) |
| Panda Express (2022/23)        | Homewood Suites (on the horizon)                         |
| Panera (2022/23)               | Walk-Ons (on the horizon)                                |
| Premiere Dental (2022/23)      | Regions Bank (on the horizon)                            |
| Prohibition (2022/23)          | The Big Chill (on the horizon)                           |
| Saza (2022/23)                 |                                                          |

Council Member Denzine asked if all the details have been worked out on the Arts & Entertainment District. Director of Development Services Mary Beth Broeren responded that

all the details have been worked out and that they should have a ribbon cutting at the beginning of March after signage is completed.

### **Downtown Madison**

Holtz Leather	Martin St 3 Tenant Building <i>(Fall 2023)</i>
Honest Coffee	
Lanier House	The Avenue <i>(on the horizon)</i>
Belle House <i>(June/July 2023)</i>	Bradley Street <i>(on the horizon)</i>
Humphrey Brothers <i>(Summer 2023)</i>	
Lemon and Lavender Expansion <i>(Spring 2023)</i>	

### **Highway 72**

Luigi's Italian Grill	Whataburger
Phil Sandoval's	Wood & Cloth Interiors
Stone Age Korean BBQ	Floor & Décor (May 2023)
Urban Market	

### **Hughes Plaza /Plaza Blvd-Publix**

Downtown Rescue Mission	Just Love Coffee Café
Easy Vet	Up a Creek
Eggs Up Grill	Big Blue Marble Daycare <i>(Fall 2023)</i>
Pita	Rocket City Armory <i>(Spring 2023)</i>
PJs Coffee of New Orleans	Cowboys Convenience & Fuel <i>(on the horizon)</i>
Fleet Feet	Dogtopia <i>(on the horizon)</i>
Forged by Hex	
Jeremiah's Italian Ice	

Mayor Finley shared that when Publix rebuilt the city made an agreement that not only did it give them an incentive but is also helped with the roads. Mayor Finley also added that we should be completely paid off by the end of the year and it would add in the range of \$400,000-\$450,000 to the General Fund yearly.

### **Sullivan/Madison Blvd**

Circle K <i>(Spring 2023)</i>	Staybridge Suites <i>(Winter 2024)</i>
Mapco <i>(1<sup>st</sup> Qtr. of 2024)</i>	

### **Southside of Madison Blvd**

Lux Bru	Extended Stay Hotel <i>(Summer 2023)</i>
Madison Pediatric Dentist	Fairfield Inn <i>(Summer 2024)</i>
R City Eye Care	N. AL Psychiatry & Counseling
Refuge Home Interiors	Another hotel <i>(former Radisson)</i>
Southeastern Skin Care	
Terrame	

**Huntsville Browns Ferry Road**

- Village at Oakland Springs (18,000 sf)
  - o 7-10 tenants (Summer/Fall 2023)
  - o 6 Live/Work

- Madison Farms
  - o Commercial – 30,000 sf
  - o Capstone Commercial – 8,000 sf

**County Line Road**

- |                       |                                           |
|-----------------------|-------------------------------------------|
| Alabama Credit Union  | Super Wings & Burger                      |
| Asbury Place          | West Madison Urgent Care                  |
| Frida’s Cantina       | Bank Independent <i>(Coming Soon)</i>     |
| Jon Smith Subs        | Circle K <i>(Coming Soon)</i>             |
| Madison Crossing      | County Line Day Care <i>(Coming Soon)</i> |
| Pho Nam               | Primrose Day Care <i>(Coming Soon)</i>    |
| Shoot 360             | Safe Splash <i>(Coming Soon)</i>          |
| Strickland Oil Change |                                           |

**Industrial Area Growth**

- |                                                         |                                                             |
|---------------------------------------------------------|-------------------------------------------------------------|
| Discount Divas                                          | Palmer Road Warehouses <i>(4 x 11,000 sf – Coming Soon)</i> |
| Kenco                                                   | Royal Drive Warehouses <i>(6-Coming Soon)</i>               |
| Ram Tools                                               | Sunbelt Rentals                                             |
| Westchester Warehouses                                  | Research Blvd Investment                                    |
| FedEx Distribution <i>(337,000 sf - Coming Soon)</i>    |                                                             |
| Jetplex Warehouses <i>(2 x 25,000 sf – Coming Soon)</i> |                                                             |

**Other Areas in Madison**

- |                                                   |                                                              |
|---------------------------------------------------|--------------------------------------------------------------|
| Crème Brew Lait                                   | Learning Zone <i>(Coming Soon-Balch/Gillespie)</i>           |
| Black Dog Grounds & Sounds                        | Carillion Oaks Memory Care <i>(Coming Soon-Slaughter Rd)</i> |
| Madison Ballroom Dance Studio                     | Medical Office <i>(Coming Soon-Arlington)</i>                |
| Creekstone Academy <i>(Coming Soon-Palmer Rd)</i> |                                                              |

Director of Development Services Mary Beth Broeren ended her presentation with the following comparisons of new businesses approved:

	<b>2021</b>	<b>2022</b>
New Tenants in Existing & New Construction	84	114
Home Occupations	120	123
Total New Business Requests Approved	204	237

### **Square Feet & Hotel Rooms**

- 275,000 sf new commercial constructed (half, 139,000 sf, in Town Madison)
- 269,000 sf new commercial approved/under construction (104,000 sf – BJ's) (excludes existing space being renovated)
  
- 166,000 sf new industrial constructed
- 490,000 sf new industrial under construction (337,000 sf – FedEx)
  
- 296 hotel rooms constructed
- 592 hotel rooms approved/under construction

Council President Bartlett thanked Director of Development Services Mary Beth Broeren for her presentation. Council President Bartlett reminded council that the work session was being live-steamed and that if they wanted to archive the work session, they would need to add a resolution to the next council meeting authorizing it. Council Member Spears and Denzine agreed that they should archive it. Council Member Powell asked if we were going to be doing it for all of them and Council President Bartlett responded that it is a discussion point on whether they want to amend the current streaming archiving resolution to encompass all work sessions. Council Member Shaw would like it to be taken as a case-by-case instead of all work sessions. Council Member Denzine would like to see them all archived for accessibility to the public who are not able to view when live-steamed. Based on the comments from other council members and Mayor Finley, it was agreed that they would archive on a case-by-case basis. Council President Bartlett added that she will have City Attorney Brian Kilgore draft up a resolution for approval for the next council meeting to have the work session archived.

### **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 7:04 p.m.

Minutes No. 2023-02-WS, dated February 15<sup>th</sup>, 2023, read, approved and adopted this 27<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Mari Bretz  
Recording Secretary

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

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

**Purchase Order**  
No. 2022-00001151  
DATE 08/04/2022

**VENDOR** 3646 - Barge Design Solutions, Inc.

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

**NON-NEGOTIABLE**

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



**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN and CE&I for ATRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 185,584.96 19 047  <i>Partial Pay #8 rlw. # 208038 Amt \$ 21,978.21</i>  <i>E. Michelle Dunson</i>	185,584.9600	\$185,584.96
			<b>TOTAL DUE</b>	\$185,584.96

*Roger Ballomy/wcc* 2022-08-04  
T13:10:49-05:00

*2/13/2023*

Purchasing Agent Signature

Special Instructions  
  
*Council Meeting - 2/27/23*

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

RECEIVED

FEB 9 2023



CITY OF MADISON  
ENGINEERING DEPARTMENT

200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

*E. Michelle Dunson*  
*2/13/2023*

Sheet: 1 of 1  
Project Number: 3604304  
Invoice Date : 2/9/2023  
Billing: 8  
Invoice No.: 208038  
Dates: 1/1/2023-01/27/2023  
PO No.: 2022-00001151

Project Name : Wall Triana ATRIPII CEI

DIRECT LABOR

EMPLOYEE	TITLE	RATE/ HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC)	TOTAL AMOUNT
Atkerson, Julia	Administrator	28.10	0.00	0.00	3.41	0.00
Bissott, Gregg	Proj. Mgr.	76.99	3.00	230.97	3.41	787.61 ✓
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	38.47	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	40.40	47.00	1,898.80	3.41	6,474.91 ✓
Glass, Jeffrey	Proj. Mgr.	80.78	23.00	1,857.94	3.41	6,335.58 ✓
Hale, Lydia	Administrator	23.38	5.00	116.90	3.41	398.63 ✓
Kimbrel, Jessica	Administrator	29.11	0.00	0.00	3.41	0.00
Kimbrough, Jack	Engineer	67.31	0.00	0.00	3.41	0.00
Kimbrough, Jack	Engineer	77.66	0.00	0.00	3.41	0.00
Minor, Calvin	Const. Rep.	32.00	79.00	2,528.00	2.38	6,016.64 ✓
Minor, Calvin	Const. Rep.	48.00	6.00	288.00	2.38	685.44 ✓
Underhill, Curtis	Const. Rep.	33.87	0.00	0.00	2.38	0.00
Yates, Maleiha	Engineer	32.30	0.00	0.00	2.38	0.00
Subtotal			163.00	\$6,689.64		
TOTAL						<u>\$20,698.80</u> ✓

DIRECT COSTS

<u>Transportation-Mileage</u>		418	0.625	\$261.33
		1554.31	0.655	\$1,018.07
TOTAL		1972.31		<u>\$1,279.41</u>

OTHER COSTS

Consultants	ALDOT		X1.05	\$0.00
TOTAL				<u>0.00</u>

AMOUNT REQUESTED THIS STATEMENT \$21,978.21 ✓

Ceiling Summary

Project Fee	\$185,584.96
Billed To Date	109,283.28
Balance	<u>\$76,301.68</u>
Percent Used	58.89% ✓

CITY OF MADISON, ALABAMA

2015-A  
BOND PAYMENT  
REQUISITION FORM

TO:  
Pay to the order of (vendor): Barge Design Solutions, Inc.

Vendor Number: 3646

A requisition and payment request is hereby requested for the payment of \$ 185,584.96  
to the above listed vendor.

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

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection Improvements

Project Number: 19-047

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

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

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

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

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

This 23rd day of August, 2022.

CITY OF MADISON

By [Signature]  
Department Head (signature of department making request)

And By [Signature]  
Its Mayor - Paul Finley (signature)

And By [Signature]  
Its Finance Director - Roger D. Bellomy (signature)



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

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

**Purchase Order**  
**No.** 2023-00000510  
**DATE** 02/15/2023

**VENDOR** 3741 - Allstar Pro Services

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

**NON-NEGOTIABLE**

**Contact**  
Allstar Pro Services  
25851 Walter Lee Drive  
ATHENS, AL 35613



**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

**REFERENCE #** 2023-52-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Installation of Hydrotherapy Tub at Multi-Use Venue 73-010-000-2215-90 - Repairs - Stadium 625.00	625.0000	\$625.00

Purchasing Agent Signature

SUBTOTAL \$625.00

SALES TAX \$0.00

TOTAL DUE \$625.00

Special Instructions

**PAY FROM VENUE MAINTENANCE FUND**

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# Allstar Pro Services

Page 1 of 2  
Wednesday, January 18, 2023  
2:16:15 PM

25851 Walter Lee Drive, Athens, Alabama  
35613  
2562321234

## Order report

### General information

City of Madison	Job # 1011	Due 1/18/2023 12:00 PM
500 Trash Panda Way, Madison, Alabama 35758	Reference # 256-772-2894	Dustin Riddle dustin.riddle@madisonal.gov
Assigned user: Jack Morris	Current status: Completed	

### Service details

Service type: Estimate

Estimate Requested for: Hydro Tub

### Order history

Unassigned	1/18/2023 2:11:51 PM	Darlene Villalta	
Assigned	1/18/2023 2:11:51 PM	Jack Morris	
In Progress	1/18/2023 2:13:16 PM	Jack Morris	25846 Walter Lee Dr, Athens, Alabama 35613
Completed	1/18/2023 2:13:27 PM	Jack Morris	25846 Walter Lee Dr, Athens, Alabama 35613

Date of Estimate	1/18/2023
Customer Name	City of Madison
Street Address	500 Trash Panda Way
City	Madison
State	Alabama
Zip Code	35758
Phone Number	256-772-2894
Estimate Details	Add tee shut off valves and vacuum breaker for hydro tub
Scheduling Requirements:	<input checked="" type="checkbox"/> Half day job



# Allstar Pro Services

25851 Walter Lee Drive, Athens, Alabama

35613

2562321234

## Order report

Estimate total	\$625.00
Customer E-mail	dustin.riddle@madisonal.gov

**DISCLAIMER:**

AllStar Pro Services is not responsible for repairs or replacement of flooring, concrete, sheetrock, tile, countertops, paint, trim, cabinet work or landscaping. Also, not responsible for repairs to electrical, phone, internet, gas or irrigation lines as well as septic tanks or field lines due to work or repairs. Allstar Pro Services is also not responsible for any dust that may fall during work or repairs.



# Allstar Pro Services

Page 1 of 2  
Wednesday, January 18, 2023  
2:23:58 PM

25851 Walter Lee Drive, Athens, Alabama  
35613  
2562321234

## Order report

### General information

City of Madison	Job # 1013	Due 1/18/2023 12:00 PM
500 Trash Panda Way, Madison, Alabama 35758	Reference # 256-772-2894	Dustin Riddle dustin.riddle@madisonal.gov
Assigned user: Jack Morris	Current status: Completed	

### Service details

Service type: Estimate

Estimate Requested for: Miscellaneous ceiling leaks


### Order history

Unassigned	1/18/2023 2:13:04 PM	Darlene Villalta	
Assigned	1/18/2023 2:13:04 PM	Jack Morris	
In Progress	1/18/2023 2:19:17 PM	Jack Morris	26144 Lee Hwy, Athens, Alabama 35613
Completed	1/18/2023 2:19:22 PM	Jack Morris	26144 Lee Hwy, Athens, Alabama 35613

Date of Estimate	1/18/2023
Customer Name	City of Madison
Street Address	500 Trash Panda Way
City	Madison
State	Alabama
Zip Code	35758
Phone Number	256-772-2894

Estimate Details

Repair 6 leak on 2 inch copper water line in ceiling Change order if more leaks are found after repair original leaks



# Allstar Pro Services

25851 Walter Lee Drive, Athens, Alabama  
35613  
2562321234

Page 2 of 2  
Wednesday, January 18, 2023  
2:23:58 PM

## Order report

Scheduling Requirements:

- Assist Needed
- All day job
- Half day job

Additional Scheduling Notes

2 day job

Estimate total

\$8,900.00

Customer E-mail

dustin.riddle@madisonal.gov

### DISCLAIMER:

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

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

**Purchase Order**  
**No.** 2023-00000511  
**DATE** 02/15/2023

**VENDOR** 3741 - Allstar Pro Services

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

**NON-NEGOTIABLE**

**Contact**  
Allstar Pro Services  
25851 Walter Lee Drive  
ATHENS, AL 35613



**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

**REFERENCE #**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Water line repairs at the Multi-Use Venue 73-010-000-2215-90 - Repairs - Stadium 8,900.00	8,900.0000	\$8,900.00

*Regw D. Bellomy*  
Purchasing Agent Signature

SUBTOTAL	\$8,900.00
SALES TAX	\$0.00
<b>TOTAL DUE</b>	<b>\$8,900.00</b>

Special Instructions  
  
**PAY FROM VENUE MAINTENANCE FUND**

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FEB 21 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

February 21, 2023

Michelle Dunson, P.E.  
Deputy Director  
The City of Madison Engineering Department  
100 Hughes Rd.  
Madison, AL 35758

Re: Project No. 20-028 Garner St. Extension Phase 2

Ms. Dunson,

Enclosed please find Estimate No. 13 for Wiregrass Construction Company, Inc. in the amount of \$9,508.83. This estimate covers all work performed from December 1, 2022 to December 31, 2022.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole  
Project Manager  
Morell Engineering, Inc.

*E. Michelle Dunson*  
*2/22/23*



Morell Engineering, Inc.  
Contractor Payment Summary Report

**Estimate No:** 13  
**Project No:** 21-0396  
**Client:** City of Madison  
**Contractor:** Wiregrass Construction Company, Inc.  
**Description:** Access Improvements for New Journey Middle School

**Calendar Days:** 448  
**Days Charged:** 446  
**County:** Madison

**Contract Complete:** November 24, 2022  
**Target Completion:** 100%  
**Percent Time Used:** 87%  
**Percent Complete:** 87%

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (December 2022) Qty	This Month (December 2022) Amount	To Date Qty	To Date Amount	Percent Complete
Category: 1	Garner St. Phase 2								
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	\$0.00	1	\$91,895.60	100%
2	ALDOTT SILT FENCE	5300	LF	\$3.87	0	\$0.00	3139	\$12,147.93	59%
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	\$0.00	0	\$0.00	0%
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	0	\$0.00	23.69	\$1,302.71	47%
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	\$0.00	0	\$0.00	0%
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	5300	\$2,915.00	100%
7	TREE REMOVAL OVER 6"	20	EA	\$527.24	0	\$0.00	20	\$10,544.80	100%
8	TREE REMOVAL UNDER 6" AND OTHER VEGETATION	5000	SY	\$1.28	0	\$0.00	5000	\$6,400.00	100%
9	CONCRETE SIDEWALK REMOVAL	60	SY	\$19.80	0	\$0.00	51	\$1,009.80	85%
10	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$5.78	0	\$0.00	689	\$3,982.42	79%
11	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.07	0	\$0.00	2048.6	\$10,386.40	85%
12	STORM PIPE REMOVAL	300	LF	\$19.97	0	\$0.00	20	\$399.40	7%
13	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
14	STORM PIPE END TREATMENT REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
15	CONCRETE ROAD HEADER REMOVAL	70	LF	\$9.32	0	\$0.00	41	\$382.12	59%
16	CONCRETE ROAD TO NEW GRADE	5	EA	\$865.76	0	\$0.00	1	\$865.76	20%
17	ADJUST UTILITY BOXES TO NEW GRADE	5	EA	\$552.91	0	\$0.00	0	\$0.00	0%
18	RELOCATE STREET LIGHT	1	EA	\$8,293.66	0	\$0.00	0.5	\$4,146.83	50%
19	STRIP AND STOCKPILE TOPSOIL	6000	CY	\$7.76	0	\$0.00	1448.42	\$11,239.74	24%
20	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	0	\$0.00	10000	\$107,800.00	100%
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	82.6	\$135.46	13660.99	\$22,404.02	98%
23	SOD	3500	SY	\$5.53	0	\$0.00	2818.3	\$15,585.20	81%
24	HYDROSEED	10500	SY	\$1.00	0	\$0.00	10500	\$10,500.00	100%
25	RETAINING WALL (OWNER-SUPPLIED MATERIAL--CONTRACTOR TO INCLUDE INSTALLATION COSTS	1260	SF	\$23.82	0	\$0.00	1236.57	\$29,455.10	98%
26	8" DI PIPE	2410	LF	\$67.89	0	\$0.00	2102	\$142,704.78	87%
27	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	7	\$6,137.18	100%
28	8" DI 90 DEG FITTING	2	EA	\$882.50	0	\$0.00	0	\$0.00	0%
29	8" DI TEE	6	EA	\$1,733.59	0	\$0.00	3	\$5,200.77	50%
30	8" GATE VALVE	6	EA	\$2,478.69	0	\$0.00	5	\$12,393.45	83%



Morell Engineering, Inc.  
Contractor Payment Summary Report

31	16" STEEL CASING UNDER PAVEMENT	80	LF	\$118.68	0	\$0.00	0	\$0.00	0%
32	FIRE HYDRANT ASSEMBLY	4	EA	\$7,268.84	0	\$0.00	4	\$29,075.36	100%
33	BLOWOFF VALVE ASSEMBLY	2	EA	\$1,544.51	0	\$0.00	2	\$3,089.02	100%
34	CONNECT TO EXISTING MAIN	4	EA	\$4,557.19	0	\$0.00	4	\$18,228.76	100%
35	DISINFECT AND FLUSH NEW MAINS	2	EA	\$1,935.19	0	\$0.00	2	\$3,870.38	100%
36	18" RCP	408	LF	\$71.45	0	\$0.00	408	\$29,151.60	100%
37	18" RCP FES	4	EA	\$1,357.76	0	\$0.00	4	\$5,431.04	100%
38	45X73 ARCP	48	LF	\$345.77	0	\$0.00	48	\$16,596.96	100%
39	45X73 ARCP FES	2	EA	\$6,315.91	0	\$0.00	2	\$12,631.82	100%
40	GRATE INLET	6	EA	\$2,140.41	0	\$0.00	6	\$12,842.46	100%
41	GRATE INLET OVER EXISTING PIPE	6	EA	\$2,140.41	0	\$0.00	5	\$10,702.05	83%
42	YARD INLET	2	EA	\$1,830.00	0	\$0.00	2	\$3,660.00	100%
43	SINGLE WING S-INLET	2	EA	\$5,760.73	0	\$0.00	2	\$11,521.46	100%
44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUCTURE TO YARD INLET	2	EA	\$4,854.78	0	\$0.00	2	\$9,709.56	100%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	2	\$2,846.12	100%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	13	\$244.40	1156	\$21,732.80	96%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	600	\$5,148.00	100%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	85.56	\$681.06	130.56	\$1,039.26	82%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	0	\$0.00	4	\$517.04	200%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	1	\$258.51	2	\$517.02	100%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	0	\$0.00	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	1352	\$8,828.56	90%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	52.05	\$5,569.35	26%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	0	\$0.00	2628.28	\$178,723.04	75%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	0	\$0.00	2089.07	\$200,550.72	80%
60	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	1850	\$194,342.50	100%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	0	\$0.00	0	\$0.00	0%
63	SOLID WHITE TRAFFIC STIPING	11100	LF	\$0.83	0	\$0.00	0	\$0.00	0%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	0	\$0.00	0	\$0.00	0%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	0	\$0.00	0%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	0	\$0.00	0	\$0.00	0%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	0	\$0.00	0	\$0.00	0%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	0	\$0.00	0%

Morell Engineering, Inc.  
Contractor Payment Summary Report

Item Code	Description	Bid Qty	Unit	Unit Price	Estimate Total:	To Date Total:	Percent Complete
71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	\$3,096.32	\$3,096.32	100%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	\$774.08	\$774.08	100%
73	STREET NAME SIGN	12	EA	\$193.52	\$2,322.24	\$2,322.24	100%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	\$331.76	\$331.76	100%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	\$0.00	\$364.92	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	\$0.00	\$1,824.60	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	\$0.00	\$0.00	0%
<b>Totals for Category</b>					<b>\$1,989,777.74</b>	<b>\$7,843.83</b>	<b>\$1,629,615.01</b>

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (December 2022) Qty	Amount	To Date Qty	Amount	Percent Complete
79	UNDERCUT	6700	CY	\$23.00	0	\$0.00	6475	\$148,925.00	97%
80	SURGE STONE	10500	TON	\$33.50	0	\$0.00	10500	\$351,750.00	100%
81	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	21000	\$38,850.00	100%
82	GI-19 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
83	GI-20 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
84	GI-22 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
85	GI-23 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
86	GI-25 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
87	GI @ 35+00	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
88	GI @ 31+75	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
89	MODIFY S-INLET	1	EA	\$4,854.78	0	\$0.00	0.5	\$2,427.39	50%
90	18" RCP FES	128	LF	\$71.45	0	\$0.00	94	\$6,716.30	73%
91	ROCK PIPE OUTLET PROTECTION	2	EA	\$1,357.76	0	\$0.00	2	\$2,715.52	100%
92	8" DI PIPE	10	TON	\$54.99	0	\$0.00	0	\$0.00	0%
93	8" DI 45 DEG FITTING	200	LF	\$67.89	0	\$0.00	60	\$4,073.40	30%
94	8" DI TEE	2	EA	\$876.74	0	\$0.00	2	\$1,753.48	100%
95	8" GATE VALVE	1	EA	\$1,733.59	0	\$0.00	0	\$0.00	0%
96	CONNECT TO EXISTING MAIN	2	EA	\$2,478.69	0	\$0.00	1	\$2,478.69	50%
97	6"x8" REDUCER	1	EA	\$4,557.19	0	\$0.00	1	\$4,557.19	100%
98	16"x8" CASING SPACERS	1	EA	\$1,250.00	0	\$0.00	2	\$2,500.00	200%
99		4	EA	\$187.50	0	\$0.00	4	\$750.00	100%
<b>Totals for Category</b>					<b>\$601,685.85</b>	<b>\$0.00</b>	<b>\$578,637.38</b>		

Morell Engineering, Inc.  
Contractor Payment Summary Report

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (December 2022)		To Date Qty	To Date Amount	Percent Complete
					Qty	Amount			
<b>Category: 3</b>									
<b>Description: Contingency</b>									
7c	TREE REMOVAL OVER 6" OVERRUN	1	EA	\$50,000.00	0	\$0.00	45	\$23,725.80	84%
38c	45X73 ARCP	20	EA	\$527.24	0	\$0.00	8	\$2,766.16	225%
81c	FILTER FABRIC	48	EA	\$345.77	0	\$0.00	717.75	\$1,327.84	17%
27c	8" DI 45 DEG FITTING	21000	SY	\$1.85	0	\$0.00	2	\$1,753.48	3%
100	Concrete Valley Gutter	7	EA	\$876.74	0	\$0.00	37	\$1,665.00	29%
18c	RELOCATE STREET LIGHT (CREDIT)	40	LF	\$45.00	37	\$1,665.00	0	-\$500.00	93%
6c	DITCH INVERT NETTING, ALDOT C4	1	EA	\$8,293.66	0	\$0.00	594.00	\$326.70	-6%
24c	HYDROSEED	5300	SF	\$0.55	0	\$0.00	342.69	\$342.69	11%
49c	5 FT WIDE CONCRETE SIDEWALK	10500	SY	\$1.00	0	\$0.00	360	\$3,088.80	3%
60c	WOOD GUARDRAIL	600	SF	\$8.58	0	\$0.00	11	\$1,155.55	60%
80c	SURGE STONE	1850	LF	\$105.05	0	\$0.00	145.43	\$4,871.91	1%
20c	UNCLASSIFIED EXCAVATION	10500	TON	\$33.50	0	\$0.00	117.61	\$1,267.84	1%
<b>Totals for Category</b>					<b>Estimate Total:</b>	<b>\$50,000.00</b>	<b>To Date Total:</b>	<b>\$41,791.76</b>	

Estimate Summary		Category Total	To Date Total
1	Garner St. Phase 2	\$7,843.83	\$1,629,615.01
2	Change Order One	\$0.00	\$578,637.38
3	Contingency	\$1,665.00	\$41,791.76
Retention	5% Retention	\$0.00	\$65,763.38
<b>Grand Total for Estimate: 13</b>		<b>\$9,508.83</b>	<b>\$2,184,280.77</b>

**Total:** \$2,250,044.15  
**Less Previous Payments:** \$2,174,771.94  
**Retention:** \$65,763.38  
**Amount Payable:** \$9,508.83



RECEIVED

FEB 21 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

February 21, 2023

Michelle Dunson, P.E.  
Deputy Director  
The City of Madison Engineering Department  
100 Hughes Rd.  
Madison, AL 35758

Re: Project No. 20-028 Garner St. Extension Phase 2

Ms. Dunson,

Enclosed please find Estimate No. 14 for Wiregrass Construction Company, Inc. in the amount of \$42,165.14. This estimate covers all work performed from January 1, 2023 to January 31, 2023.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole  
Project Manager  
Morell Engineering, Inc.

*E. Michelle Dunson*  
*2/22/23*



Morell Engineering, Inc.  
Contractor Payment Summary Report

Estimate No: 14  
 Project No: 21-0396  
 Client: City of Madison  
 Contractor: Wiregrass Construction Company, Inc.  
 Description: Access Improvements for New Journey Middle School

Calendar Days: 448  
 Days Charged: 446  
 County: Madison

Contract Complete: November 24, 2022  
 Target Completion: 100%  
 Percent Time Used: 88%  
 Percent Complete: 88%

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (January 2023) Qty	This Month (January 2023) Amount	To Date Qty	To Date Amount	Percent Complete
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	\$0.00	1	\$91,895.60	100%
2	ALDOT SILT FENCE	5300	LF	\$3.87	0	\$0.00	3139	\$12,147.93	59%
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	\$0.00	0	\$0.00	0%
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	0	\$0.00	23.69	\$1,302.71	47%
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	\$0.00	0	\$0.00	0%
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	5300	\$2,915.00	100%
7	TREE REMOVAL OVER 6"	20	EA	\$527.24	0	\$0.00	20	\$10,544.80	100%
8	TREE REMOVAL UNDER 6" AND OTHER VEGETATION	5000	SY	\$1.28	0	\$0.00	5000	\$6,400.00	100%
9	CONCRETE SIDEWALK REMOVAL	60	SY	\$19.80	0	\$0.00	51	\$1,009.80	85%
10	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$5.78	0	\$0.00	689	\$3,982.42	79%
11	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.07	0	\$0.00	2048.6	\$10,386.40	85%
12	STORM PIPE REMOVAL	300	LF	\$19.97	0	\$0.00	20	\$399.40	7%
13	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
14	STORM PIPE END TREATMENT REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
15	CONCRETE ROAD HEADER REMOVAL	70	LF	\$9.32	0	\$0.00	41	\$382.12	59%
16	ADJUST SSMH TO NEW GRADE	5	EA	\$865.76	0	\$0.00	1	\$865.76	20%
17	ADJUST UTILITY BOXES TO NEW GRADE	5	EA	\$552.91	0	\$0.00	0	\$0.00	0%
18	RELOCATE STREET LIGHT	1	EA	\$8,293.66	0.5	\$4,146.83	1	\$8,293.66	100%
19	STRIP AND STOCKPILE TOPSOIL	6000	CY	\$7.76	0	\$0.00	1448.42	\$11,239.74	24%
20	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	0	\$0.00	10000	\$107,800.00	100%
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	339.01	\$555.98	14000	\$22,960.00	100%
23	SOD	3500	SY	\$5.53	0	\$0.00	2818.3	\$15,585.20	81%
24	HYDROSEED	10500	SY	\$1.00	0	\$0.00	10500	\$10,500.00	100%
25	RETAINING WALL (OWNER-SUPPLIED MATERIAL--CONTRACTOR TO INCLUDE INSTALLATION COSTS)	1260	SF	\$23.82	0	\$0.00	1236.57	\$29,455.10	98%
26	8" DI PIPE	2410	LF	\$67.89	0	\$0.00	2102	\$142,704.78	87%
27	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	7	\$6,137.18	100%
28	8" DI 90 DEG FITTING	2	EA	\$882.50	0	\$0.00	0	\$0.00	0%
29	8" DI TEE	6	EA	\$1,733.59	0	\$0.00	3	\$5,200.77	50%
30	8" GATE VALVE	6	EA	\$2,478.69	0	\$0.00	5	\$12,393.45	83%

Morell Engineering, Inc.  
Contractor Payment Summary Report

31	16" STEEL CASING UNDER PAVEMENT	80	LF	\$118.68	0	\$0.00	0	\$0.00	0%
32	FIRE HYDRANT ASSEMBLY	4	EA	\$7,268.84	0	\$0.00	4	\$29,075.36	100%
33	BLOWOFF VALVE ASSEMBLY	2	EA	\$1,544.51	0	\$0.00	2	\$3,089.02	100%
34	CONNECT TO EXISTING MAIN	4	EA	\$4,557.19	0	\$0.00	4	\$18,228.76	100%
35	DISINFECT AND FLUSH NEW MAINS	2	EA	\$1,935.19	0	\$0.00	2	\$3,870.38	100%
36	18" RCP	408	LF	\$71.45	0	\$0.00	408	\$29,151.60	100%
37	18" RCP FES	4	EA	\$1,357.76	0	\$0.00	4	\$5,431.04	100%
38	45X73 ARCP	48	LF	\$345.77	0	\$0.00	48	\$16,596.96	100%
39	45X73 ARCP FES	2	EA	\$6,315.91	0	\$0.00	2	\$12,631.82	100%
40	GRATE INLET	6	EA	\$2,140.41	0	\$0.00	6	\$12,842.46	100%
41	GRATE INLET OVER EXISTING PIPE	6	EA	\$2,140.41	0	\$0.00	5	\$10,702.05	83%
42	YARD INLET	2	EA	\$1,830.00	0	\$0.00	2	\$3,660.00	100%
43	SINGLE WING S-INLET	2	EA	\$5,760.73	0	\$0.00	2	\$11,521.46	100%
44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUCTURE TO YARD INLET	2	EA	\$4,854.78	0	\$0.00	2	\$9,709.56	100%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	2	\$2,846.12	100%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	0	\$0.00	1156	\$21,732.80	96%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	600	\$5,148.00	100%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	0	\$0.00	130.56	\$1,039.26	82%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	0	\$0.00	4	\$517.04	200%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	0	\$0.00	2	\$517.02	100%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	0	\$0.00	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	1352	\$8,828.56	90%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	52.05	\$5,569.35	26%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	0	\$0.00	2628.28	\$178,723.04	75%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	0	\$0.00	2089.07	\$200,550.72	80%
60	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	1850	\$194,342.50	100%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	0	\$0.00	0	\$0.00	0%
63	SOLID WHITE TRAFFIC STRIPING	11100	LF	\$0.83	8605	\$7,142.15	8605	\$7,142.15	78%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	49	\$54.39	49	\$54.39	33%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	10938	\$9,078.54	10938	\$9,078.54	99%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	625.36	\$3,458.24	625.36	\$3,458.24	74%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	5	\$27.65	5	\$27.65	2%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	100	\$553.00	100	\$553.00	100%

Morell Engineering, Inc.  
Contractor Payment Summary Report

Item Code	Description	Bid Qty	Unit	Unit Price	Estimate Total:	To Date Total:	Amount	Qty	To Date Total:	Amount	Percent Complete
71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	\$3,096.32	\$3,096.32	\$0.00	8	\$1,654,631.78	\$0.00	100%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	\$774.08	\$774.08	\$0.00	2	\$1,654,631.78	\$0.00	100%
73	STREET NAME SIGN	12	EA	\$193.52	\$2,322.24	\$2,322.24	\$0.00	12	\$1,654,631.78	\$0.00	100%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	\$331.76	\$331.76	\$0.00	4	\$1,654,631.78	\$0.00	100%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	\$729.84	\$729.84	\$0.00	3	\$1,654,631.78	\$0.00	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	\$3,649.20	\$3,649.20	\$0.00	6	\$1,654,631.78	\$0.00	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	\$36,758.24	\$36,758.24	\$0.00	0	\$1,654,631.78	\$0.00	0%

**Totals for Category**      **Total Bid:** \$1,989,777.74      **Estimate Total:** \$25,016.78      **To Date Total:** \$1,654,631.78 ✓

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (January 2023)	To Date	Amount	Qty	To Date Total:	Amount	Percent Complete
79	UNDERCUT	6700	CY	\$23.00	0	0	\$0.00	6475	\$148,925.00	\$148,925.00	97%
80	SURGE STONE	10500	TON	\$33.50	0	0	\$0.00	10500	\$351,750.00	\$351,750.00	100%
81	FILTER FABRIC	21000	SY	\$1.85	0	0	\$0.00	21000	\$38,850.00	\$38,850.00	100%
82	GI-19 MODIFICATION	1	EA	\$859.59	0	0	\$0.00	1	\$859.59	\$859.59	100%
83	GI-20 MODIFICATION	1	EA	\$859.59	0	0	\$0.00	1	\$859.59	\$859.59	100%
84	GI-22 MODIFICATION	1	EA	\$2,140.41	0	0	\$0.00	1	\$2,140.41	\$2,140.41	100%
85	GI-23 MODIFICATION	1	EA	\$2,140.41	0	0	\$0.00	1	\$2,140.41	\$2,140.41	100%
86	GI-25 MODIFICATION	1	EA	\$859.59	0	0	\$0.00	1	\$859.59	\$859.59	100%
87	GI @ 35+00	1	EA	\$2,140.41	0	0	\$0.00	1	\$2,140.41	\$2,140.41	100%
88	GI @ 31+75	1	EA	\$2,140.41	0	0	\$0.00	1	\$2,140.41	\$2,140.41	100%
89	MODIFY S-INLET	1	EA	\$4,854.78	0	0	\$0.00	0.5	\$2,427.39	\$2,427.39	50%
90	18" RCP	128	LF	\$71.45	0	0	\$0.00	94	\$6,716.30	\$6,716.30	73%
91	18" RCP FES	2	EA	\$1,357.76	0	0	\$0.00	2	\$2,715.52	\$2,715.52	100%
92	ROCK PIPE OUTLET PROTECTION	10	TON	\$54.99	0	0	\$0.00	0	\$0.00	\$0.00	0%
93	8" DI PIPE	200	LF	\$67.89	0	0	\$0.00	60	\$4,073.40	\$4,073.40	30%
94	8" DI 45 DEG FITTING	2	EA	\$876.74	0	0	\$0.00	2	\$1,753.48	\$1,753.48	100%
95	8" DI TEE	1	EA	\$1,733.59	0	0	\$0.00	0	\$0.00	\$0.00	0%
96	8" GATE VALVE	2	EA	\$2,478.69	0	0	\$0.00	1	\$2,478.69	\$2,478.69	50%
97	CONNECT TO EXISTING MAIN	1	EA	\$4,557.19	0	0	\$0.00	1	\$4,557.19	\$4,557.19	100%
98	6"x8" REDUCER	1	EA	\$1,250.00	0	0	\$0.00	2	\$2,500.00	\$2,500.00	200%
99	16"x8" CASING SPACERS	4	EA	\$187.50	0	0	\$0.00	4	\$750.00	\$750.00	100%

**Totals for Category**      **Total Bid:** \$601,685.85      **Estimate Total:** \$0.00      **To Date Total:** \$578,637.38

Category: 2      Description: Change Order One

Morell Engineering, Inc.  
Contractor Payment Summary Report

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (January 2023)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
<b>Category: 3</b>									
<b>Description: Contingency</b>									
7c	TREE REMOVAL OVER 6" OVERRUN	20	EA	\$50,000.00	0	\$0.00	45	\$23,725.80	118%
38c	45X73 ARCP	48	EA	\$527.24	0	\$0.00	8	\$2,766.16	225%
81c	FILTER FABRIC	21000	SY	\$345.77	0	\$0.00	717.75	\$1,327.84	17%
27c	8" DI/45 DEG FITTING	7	EA	\$1.85	0	\$0.00	2	\$1,753.48	3%
100	CONCRETE VALLEY GUTTER	40	LF	\$876.74	0	\$0.00	37	\$1,665.00	29%
18c	RELOCATE STREET LIGHT (CREDIT)	1	EA	\$45.00	0	\$0.00	-0.06	-\$500.00	93%
6c	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$8,293.66	0	\$0.00	594.00	\$326.70	-6%
24c	HYDROSEED	10500	SY	\$0.55	0	\$0.00	342.69	\$342.69	11%
49c	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$1.00	0	\$0.00	360	\$3,088.80	3%
60c	WOOD GUARDRAIL	1850	LF	\$8.58	0	\$0.00	11	\$1,155.55	60%
80c	SURGE STONE	10500	TON	\$105.05	0	\$0.00	145.43	\$4,871.91	1%
20c	UNCLASSIFIED EXCAVATION	10000	CY	\$33.50	0	\$0.00	117.61	\$1,267.84	1%
101	CONCRETE BARRIER WALL	1	LS	\$10.78	0	\$0.00	0	\$0.00	1%
22c	SPREAD TOPSOIL	14000	SY	\$67,870.00	0	\$0.00	10338.3	\$16,954.81	0%
70c	YELLOW TYPE 2D RPM	100	EA	\$1.64	35	\$193.55	35	\$193.55	74%
<b>Totals for Category</b>					<b>Estimate Total:</b>	<b>\$50,000.00</b>	<b>To Date Total:</b>	<b>\$58,940.12</b>	

Category	Description	Category Total	To Date Total
1	Garner St. Phase 2	\$25,016.78	\$1,654,631.78
2	Change Order One	\$0.00	\$578,637.38
3	Contingency	\$17,448.36	\$58,940.12
<b>Retention</b>	5% Retention	\$0.00	\$65,763.38
<b>Grand Total for Estimate: 14</b>		<b>\$42,165.14</b>	<b>\$2,226,445.91</b>

**Total:** \$2,292,209.28  
**Less Previous Payments:** \$2,184,280.77  
**Retention:** \$65,763.38  
**Amount Payable:** \$42,165.14





**KC Squared Contracting, LLC**

2904 McJohn St SW  
Huntsville, AL 35805-5888  
Phone: (256) 426-3991

February 23, 2023

Mr. Dustin Riddle  
100 Hughes Road  
Madison, AL 35758

Re: Bid Proposal for Steel Fabrication and Related Improvements Batting Cage Area (Trash Pandas Stadium)

Dear Mr. Riddle:

KC<sup>2</sup> Contracting, LLC is pleased to provide a quote to furnish and install fabricated steel at the Trash Pandas' Batting Cage Area to accommodate the raising or the Batting Cage Area netting located at 500 Trash Panda Way, Madison, AL 35758 to include the following scope of work:

**Fabrication of New Miscellaneous Steel (Service Steel Quote Attached)**

1. Steel fabrication (three different application scenarios per Structural Engineer's requirements for ten (10) locations
2. City of Madison to Direct Purchase Steel
3. Materials will require two (2) week lead time

**Welding and Installation of Fabricated Steel @ Ten (10) separate locations**

1. Welding Required to Install new Miscellaneous Steel at each location
2. Protection of Existing Batting Cage Area Equipment and Turf Area
3. Painting of newly installed steel at each location with Owner Supplied Paint

**Price For Above Listed Work: \$5,832.00\***

**\*Please Note Price is based on the City of Madison Procuring the miscellaneous steel package required for the Project and providing/supplying the paint to be used on the newly installed steel. No other work is to be performed on than that specifically stated above. Existing Netting to be removed by others prior to work commencing. Electrical light fixtures to be raised by others in the space and netting is to be reinstalled by others after installation and painting of new steel has been completed. Steel lead time is projected to require a two-week lead time from release of production to delivery of steel to project site. All existing steel to remain and will not be removed. Should KC Squared Contracting, LLC be requested to perform work above a beyond that specifically stated above, it reserves the right to invoice Owner for those Costs.**

All work to be performed by licensed and insured professionals. All work will be scheduled upon acceptance of bid. All workmanship will be under a warranty for one year, beginning from the date of completion.

Please review this information and contact me at (256) 426-3991 should you have any questions concerning this matter.

Thank you for this opportunity to do business with you.

Sincerely,

Kip Cockrell  
KC Squared Contracting, LLC

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

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

**Purchase Order**  
No. 2023-00000532  
**DATE** 02/23/2023

**VENDOR** 3744 - KC Squared Contracting, LLC

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

**NON-NEGOTIABLE**

**Contact**  
KC Squared Contracting, LLC  
2904 McJohn St SW  
HUNTSVILLE, AL 35805-5888



**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

**REFERENCE #** 2023-52-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Steel fabrication, welding & installation for batting cage area 73-010-000-2215-90 - Repairs - Stadium 5,832.00	5,832.0000	\$5,832.00
			<b>TOTAL DUE</b>	<b>\$5,832.00</b>

*Roger Bellomy/LR*

Purchasing Agent Signature

Special Instructions

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

RECEIVED

REQUEST FOR PAYMENT  
CITY OF MADISON, AL

FEB 21 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

PROJECT NAME AND NUMBER: Hughes Road Widening Proj. #: 18-022

ESTIMATE NUMBER: 21 PERIOD FROM: 12/01/22 TO 01/31/23

CONTRACT DURATION 540 DAYS  
START DATE: 10/07/19 END DATE: 3/30/21 TOTAL CONTRACT TIME (3) 540 DAYS

TIME C.O. # 1 \_\_\_\_\_  
TIME C.O. # 2 \_\_\_\_\_  
TIME C.O. # 3 \_\_\_\_\_ CONTRACT DAYS REMAINING \_\_\_\_\_

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ 5,954,822.30 CURRENT \$ 6,283,730.65  
C.O. # 1 & 2 \$ 59,353.20  
C.O. # 3 & 4 \$ 77,209.62  
C.O. #5 \$ 3,500.00  
C.O. #6 \$ 2,800.00  
C.O. #7 \$ 35,363.83  
C.O. #8 \$ 57,750.00  
Eastside Culvert 92,931.50

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): \$ 4,792,906.44

MATERIAL STORED (INVOICE ATTACHED) \$ 81,031.89

RETAINAGE (5%) OF 50% OF CONTRACT \$ 157,093.27

AMOUNT EARNED AFTER RETAINAGE \$ 4,696,845.07

LIQUIDATED DAMAGES PER DAY 1550

LIQUIDATED DAMAGES ASSESSED TO DATE: \_\_\_\_\_

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ 4,305,300.69

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ 391,544.38

A: % OF TIME ELAPSED:	TIME ELAPSED TO DATE	<u>839</u>	DAYS	=	<u>155%</u>
	TOTAL CONTRACT TIME (3)	<u>540</u>	DAYS		
B: PROJECT COMPLETION	TOTAL EARNED TO DATE (2)	<u>4,792,906.44</u>		=	<u>76%</u>
	TOTAL CONTRACT AMOUNT	<u>6,283,730.65</u>			
C: PROGRESS OF WORK:	B - A: =	<u>-79%</u>			

CONTRACTORS CERTIFICATE

I, Carmen S. Hastings the duly qualified, acting and authorized agent for the contractor Carcel & G Construction, LLC on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE 15 DAY OF Feb-23

BY: Carmen S. Hastings  
TITLE: Managing Member  
SIGNED: [Signature]

CONTRACTOR: Carcel & G Construction, LLC  
WITNESS: [Signature]  
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: \_\_\_\_\_  
CONSTRUCTION INSPECTOR

BY: \_\_\_\_\_  
???????, CITY ENGINEER  
OR ????????, ADMINISTRATIVE OFFICER

BY: E. Michelle Dunsen  
PROJECT ENGINEER 2/22/23

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED \_\_\_\_\_

CONTRACTOR NAME: Carcel & G Construction, LLC  
 CONTRACTOR ADDRESS: 31 Co Rd 240, Hanceville, AL 35077  
 PROJECT NAME: Hughes Road Widening  
 PROJECT NUMBER: 18-022  
 ESTIMATE # 24

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	BID PRICE	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
1	CLEARING AND GRUBBING (APPROXIMATELY 13 ACRES)	1.00	LUMP SUM	80,000.00		80,000.00	1.00			1.00	80,000.00
2	REMOVING CONCRETE SIDEWALKS	277.00	SQ YD	11.00		3,047.00	10.30			10.30	113.30
3	REMOVING ASPHALT SIDEWALKS	3,408.00	SQ YD	9.00		30,672.00	3,087.60			3,087.60	27,788.40
4	REMOVING CONCRETE FLUMES	245.00	SQ YD	13.00		3,185.00	251.50			251.50	3,269.50
5	REMOVING PIPE	1,240.00	LIN FT	12.50		15,500.00	93.00			93.00	1,162.50
6	REMOVING CURB AND GUTTER	4,188.00	LIN FT	11.75	12.75	49,209.00	1,868.50			1,868.50	22,434.88
7	REMOVING FENCE	30.00	LIN FT	12.00		360.00	408.00			408.00	4,896.00
8	REMOVING HEADWALLS, INLETS, JUNCTION BOXES, ETC	48.00	EACH	400.00		18,400.00	12.00			12.00	4,800.00
9	MAILBOX (REMOVE AND RELOCATE)	5.00	EACH	400.00		2,000.00	1.00			1.00	400.00
10	UNCLASSIFIED EXCAVATION	1,412.00	CU YD	27.00	30.50	38,124.00	5,490.00			5,490.00	155,580.00
11	BORROW EXCAVATION	16,875.00	CU YD	24.00		337,500.00	3,180.00			3,180.00	63,720.00
12	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED	7,602.00	SQ YD	10.50		79,821.00	1,082.00			1,082.00	11,361.00
13	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED	19,501.00	SQ YD	20.00	26.00	390,020.00	20,257.08			20,257.08	458,877.50
14	BITUMINOUS TREATMENT A	14,472.00	SQ YD	1.30		18,813.60					
15	TACK COAT	1,627.00	GALLON	4.20		6,833.40	4,836.00			4,836.00	20,311.20
16	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.0" THRU	34,562.00	SQ YD	3.30		114,384.60	61,372.56			61,372.56	202,529.45
<b>subtotal</b>						<b>1,187,869.60</b>	<b>101,950.54</b>			<b>101,950.54</b>	<b>1,057,243.82</b>
17	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	2,835	TON	117.00		331,695.00	4,321.56			4,321.56	505,622.52
18	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	1,050	TON	132.00		138,600.00	469.10			469.10	61,921.20
19	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER	2,829	TON	105.00		297,045.00	4,942.78			4,942.78	518,991.90
20	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER	200	TON	200.00		40,000.00					
21	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER	600	TON	150.00		90,000.00	417.47			417.47	62,620.20
22	SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1"	276	TON	120.00		33,120.00	25.06			25.06	3,007.20
23	STEEL REINFORCEMENT, PER ALDOT SPECIFICATION #502	43,370	LBS	1.30		56,381.00	21,685.00			21,685.00	28,190.50
24	CULVERT CONCRETE (CAST-IN-PLACE), PER ALDOT	200	CU YD	800.00		160,000.00	105.50			105.50	84,400.00
25	RETAINING WALL (REDI-ROCK COBBLESTONE), COMPLETE IN	6,989	SQ FT	63.00		440,315.82	6,989.14			6,989.14	440,315.82
26	ALLOY STEEL HANDRAIL, INSTALLED ON RETAINING WALL,	1,260	LIN FT	148.00		187,740.00	1,772.00			1,772.00	264,028.00
27	18" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	4,652	LIN FT	64.00	77.75	297,728.00	41.00			41.00	2,624.00
28	24" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	1,177	LIN FT	79.00	99.27	92,983.00	8.00			8.00	632.00
29	30" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	352	LIN FT	103.00	152.18	36,256.00					
30	36" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	429	LIN FT	112.00	150.13	48,048.00					
<b>subtotal</b>						<b>2,249,311.82</b>	<b>40,808.61</b>			<b>40,808.61</b>	<b>1,977,167.80</b>
31	22" SPAN, 14" RISE, ROADWAY PIPE (CLASS 3 R.C.),	80	LIN FT	100.00	121.19	8,095.20					
32	28" SPAN, 18" RISE, ROADWAY PIPE (CLASS 3 R.C.),	293	LIN FT	118.00	148.01	34,574.00	204.50			204.50	20,450.00
33	36" SPAN, 23" RISE, ROADWAY PIPE (CLASS 3 R.C.),	171	LIN FT	140.00		23,940.00	12.00			12.00	1,416.00
34	44" SPAN, 27" RISE, ROADWAY PIPE (CLASS 3 R.C.),	86	LIN FT	168.00		14,448.00	1.50			1.50	210.00
35	51" SPAN, 31" RISE, ROADWAY PIPE (CLASS 3 R.C.),	523	LIN FT	215.00		112,445.00					
36	MOBILIZATION	1	LUMP SUM	400,000.00	475,000.00	400,000.00	1.00			1.00	475,000.00
37	LOOSE RIP RAP, CLASS 2	106	TON	45.00		4,770.00					
38	FILTER BLANKET	90	SQ YD	3.00		270.00	442.88			442.88	1,328.64
39	SLOPE PAVING	10	CU YD	575.00	820.00	5,750.00	15.50			15.50	9,647.50
40	CONCRETE SIDEWALK, 4" THICK	50	SQ YD	92.00	110.00	4,600.00	84.27			84.27	8,441.70
41	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	168	SQ YD	160.00	270.00	26,880.00					
42	CONCRETE CURB RAMP WITH TRUNCATED DOMES, 6" THICK	34	EACH	1,600.00	2,150.00	54,400.00	2.00			2.00	4,300.00
43	18" ROADWAY PIPE END TREATMENT, CLASS 1, PER ALDOT	1	EACH	1,000.00	2,200.00	2,200.00	1.00			1.00	2,350.00
44	18" ROADWAY PIPE END TREATMENT, CLASS 1	2	EACH	1,150.00	2,350.00	2,300.00	1.00			1.00	2,350.00
45	30" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	1,300.00	2,500.00	1,300.00					
46	36" ROADWAY PIPE END TREATMENT, CLASS 2	2	EACH	2,700.00	3,900.00	5,400.00					
47	3' BOX CULVERT WINGWALLS	1	EACH	6,000.00	980.00	6,000.00	1.00			1.00	6,000.00
48	MINOR STRUCTURE CONCRETE	25	CU YD	340.00	8.00	8,500.00	13.75			13.75	7,715.00
49	JUNCTION BOX, SMALL (15" TO 30" PIPES) COMPLETE IN	11	EACH	2,800.00	4,800.00	30,800.00	7.00			7.00	23,600.00
50	JUNCTION BOX, LARGE (36" & LARGER PIPES) COMPLETE IN	10	EACH	5,200.00	6,200.00	52,000.00					
<b>subtotal</b>						<b>797,377.00</b>	<b>786.40</b>			<b>786.40</b>	<b>560,458.84</b>
51	JUNCTION BOX, LARGE /W OPEN THROAT INLET (36" &	4	EACH	5,900.00	6,900.00	23,600.00					
52	SINGLE CURB INLET, COMPLETE IN PLACE, TO INCLUDE	10	EACH	4,000.00	4,500.00	40,000.00					
53	DOUBLE CURB INLET, COMPLETE IN PLACE, TO INCLUDE	3	EACH	5,400.00	5,750.00	16,200.00	1.00			1.00	5,750.00
54	OPEN GRATE INLET, COMPLETE IN PLACE, TO INCLUDE	7	EACH	3,300.00	4,300.00	23,100.00	3.00			3.00	11,900.00
55	OPEN THROAT INLET, COMPLETE IN PLACE, TO INCLUDE	9	EACH	3,300.00	4,300.00	29,700.00	6.00			6.00	22,800.00
56	INLETS, TYPE "S" (MODIFIED) (1-WING), COMPLETE IN PLACE,	68	EACH	4,400.00	5,400.00	299,200.00	2.32			2.32	10,208.00

CONTRACTOR NAME: Carcel & G Construction, LLC  
 CONTRACTOR ADDRESS: 31 Co Rd 240, Hanceville, AL 35077  
 PROJECT NAME: Hughes Road Widening  
 PROJECT NUMBER: 18-022  
 ESTIMATE # 2

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
57	INLETS, TYPE "S" (MODIFIED) (2-WING), COMPLETE IN PLACE,	3	EACH	4,600.00	13,800.00	2.16	-	-	2.16	10,936.00
58	CONVERT EXISTING INLET TO JUNCTION BOX	2	EACH	2,600.00	5,200.00	5.00	-	-	5.00	15,400.00
59	CONVERT EXISTING 'S' TYPE INLET TO CURB INLET	1	EACH	2,600.00	2,600.00	-	-	-	-	-
60	CONNECT TO BOX CULVERT EXTENSION	4	EACH	4,000.00	16,000.00	2.00	-	-	2.00	8,000.00
61	CONNECT TO EXISTING BOX CULVERT AND PROVIDE ACCESS	2	EACH	4,000.00	8,000.00	1.00	-	-	1.00	4,000.00
62	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	11,100	LIN FT	12.60	139,860.00	4,122.00	-	-	4,122.00	55,252.40
63	ADJUST TOP OF EXISTING JUNCTION BOX	2	EACH	2,500.00	5,000.00	1.00	-	-	1.00	2,500.00
64	SANITARY SEWER MANHOLE FRAME AND COVER RESET	21	EACH	400.00	8,400.00	-	-	-	-	-
65	EXCAVATE AND BACKFILL EXISTING SANITARY SEWER LINE	6,377	LIN FT	13.00	82,901.00	8.00	-	-	8.00	104.00
66	TOPSOIL, PER ALDOT SPECIFICATION #650	500	CU YD	18.00	9,000.00	-	-	-	-	-
67	TOPSOIL FROM STOCKPILES, PER ALDOT SPECIFICATION #650	900	CU YD	15.00	13,500.00	1,110.00	-	-	1,110.00	17,010.00
68	SEEDING, PER ALDOT SPECIFICATION #652	3	ACRE	3,100.00	9,300.00	3.41	-	-	3.41	7,751.00
69	MOWING, PER ALDOT SPECIFICATION #652	3	ACRE	330.00	990.00	-	-	-	-	-
70	SOLID SODDING, PER ALDOT SPECIFICATION #654	10,000	SQ YD	5.00	50,000.00	1,200.00	-	-	1,200.00	6,000.00
71	MULCHING, PER ALDOT SPECIFICATION #656	3	ACRE	1,100.00	3,300.00	1.41	-	-	1.41	1,551.00
Subtotal					793,651.00	6,468.30	-	-	6,468.30	179,162.40
72	EROSION CONTROL PRODUCT, TYPE C2, PER ALDOT	1,500	SQ YD	2.50	3,750.00	-	-	-	-	-
73	TEMPORARY SEEDING, PER ALDOT SPECIFICATION #665	3	ACRE	900.00	2,700.00	-	-	-	-	-
74	TEMPORARY MULCHING, PER ALDOT SPECIFICATION #665	3	ACRE	900.00	2,700.00	-	-	-	-	-
75	SILT FENCE, PER ALDOT SPECIFICATION #665	5,600	LIN FT	3.50	19,600.00	3,798.00	-	-	3,798.00	13,293.00
76	SILT FENCE REMOVAL	5,600	LIN FT	1.00	5,600.00	1,648.00	-	-	1,648.00	1,649.00
77	INLET PROTECTION, STAGE 3 OR 4, PER ALDOT	123	EACH	330.00	40,590.00	-	-	-	-	-
78	WATTLE	2,500	LIN FT	8.80	22,000.00	780.00	-	-	780.00	6,864.00
79	GEOMETRIC CONTROLS	1	LUMP SUM	100,000.00	100,000.00	0.12	0.88319	88,319.00	1,000,000.00	100,000.00
80	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	1	MILE	3,750.00	3,750.00	-	-	-	-	-
81	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	3,750.00	11,250.00	-	-	-	-	-
82	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	2,300.00	6,900.00	-	-	-	-	-
83	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	2,300.00	6,900.00	-	-	-	-	-
84	DOTTED, CLASS 2, TYPE A TRAFFIC STRIP (5" WIDE), PER	500	LIN FT	2.75	1,375.00	-	-	-	-	-
85	DOTTED, CLASS 2, TYPE A TRAFFIC STRIP (10" WIDE), PER	375	LIN FT	3.30	1,237.50	-	-	-	-	-
86	BROKEN TEMPORARY TRAFFIC STRIPE, PER ALDOT	3	MILE	1,200.00	3,600.00	4.24	-	-	4.24	5,092.80
Subtotal					231,952.50	6,231.35	0.88	88,319.00	6,232.24	126,889.80
87	SOLID TEMPORARY TRAFFIC STRIPE, PER ALDOT	3	MILE	1,200.00	3,600.00	9.31	-	-	9.31	11,167.20
88	SOLID TRAFFIC STRIPE REMOVED, PER ALDOT SPECIFICATION	1	MILE	5,800.00	5,800.00	3.86	-	-	3.86	22,388.00
89	BROKEN TRAFFIC STRIPE REMOVED, PER ALDOT	1	MILE	5,800.00	5,800.00	2.20	-	-	2.20	12,760.00
90	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, PER ALDOT	4,237	SQ FT	6.00	25,422.00	-	-	-	-	-
91	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A, PER ALDOT	202	SQ FT	6.60	1,333.20	-	-	-	-	-
92	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C, PER ALDOT	50	EACH	300.00	15,000.00	-	-	-	-	-
93	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A, PER ALDOT	160	EACH	6.00	960.00	-	-	-	-	-
94	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B, PER ALDOT	175	EACH	6.00	1,050.00	-	-	-	-	-
95	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D, PER ALDOT	320	EACH	6.00	1,920.00	-	-	-	-	-
96	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR	119	SQ FT	22.00	2,618.00	-	-	-	-	-
97	CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR	52	SQ FT	28.00	1,456.00	58.00	-	-	58.00	1,276.00
98	ROADWAY SIGN POST (#3 "J" CHANNEL GALVANIZED STEEL	338	LIN FT	14.00	4,732.00	83.30	-	-	83.30	2,332.40
99	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (Hughes Rd &	1	LUMP SUM	10,000.00	10,000.00	126.00	-	-	126.00	1,764.00
100	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT	1	LUMP SUM	15,000.00	15,000.00	-	1.00	10,000.00	1.00	10,000.00
101	METAL TRAFFIC SIGNAL POLE FOUNDATION (SEE CO #2)	3	EACH	6,600.00	19,800.00	-	3.00	19,800.00	3.00	19,800.00
102	METAL TRAFFIC SIGNAL POLE WITH (60') AND (70') MAST ARM	1	EACH	53,000.00	53,000.00	-	1.00	55,000.00	1.00	55,000.00
103	METAL TRAFFIC SIGNAL POLE WITH TWO (70') MAST ARM	7	EACH	6,600.00	46,200.00	7.00	-	4,620.00	7.00	4,620.00
104	TRAFFIC SIGNAL JUNCTION BOX (SEE CO #2)	15	LIN FT	33.00	495.00	16.00	-	495.00	16.00	495.00
105	1" METALLIC CONDUIT	15	LIN FT	44.00	660.00	15.00	-	660.00	15.00	660.00
106	1" NON-METALLIC CONDUIT	270	LIN FT	28.00	7,560.00	270.00	-	7,560.00	270.00	7,560.00
107	2" NON-METALLIC CONDUIT									
Subtotal					168,126.20	282.67	\$13.00	\$13,435.00	595.67	164,922.60
108	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	8	EACH	1,300.00	10,400.00	-	8.00	10,400.00	8.00	10,400.00
109	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	4	EACH	1,500.00	6,000.00	-	4.00	6,000.00	4.00	6,000.00
110	PEDESTRIAN SIGNAL HEAD, TYPE LED	2	EACH	2,000.00	4,000.00	-	2.00	4,000.00	2.00	4,000.00
111	CONTROL ASSEMBLY, TYPE III, 8 PHASE	1	EACH	25,000.00	25,000.00	1.00	-	25,000.00	1.00	25,000.00
112	VIDEO DETECTION SYSTEM (Hughes Rd & Eastview Dr.)	1	LUMP SUM	40,000.00	40,000.00	-	1.00	40,000.00	1.00	40,000.00

CONTRACTOR NAME: Carcel & G Construction, LLC  
 CONTRACTOR ADDRESS: 31 Co Rd 240, Hanceville, AL 36077  
 PROJECT NAME: Hughes Road Widening  
 PROJECT NUMBER: 18-022  
 ESTIMATE # 28

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	REVISD UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
113	FURNISHING AND INSTALLING PEDESTAL POLE AND REMOVE AND RELOCATE OF PEDESTAL POLE AND	4	EACH	2,800.00	11,200.00	-	3.00	8,400.00	3.00	8,400.00
114	REMOVE AND RELOCATE OF PEDESTAL POLE AND	1	EACH	2,800.00	2,800.00	-	1.00	2,800.00	1.00	2,800.00
115	REMOVE AND RELOCATE OF PEDESTAL POLE AND	1	EACH	2,800.00	2,800.00	-	1.00	2,800.00	1.00	2,800.00
116	CONSTRUCTION SIGNS, PER ALDOT SPECIFICATION #740	200	SQ FT	16.50	3,300.00	477.50	-	2,800.00	477.50	7,878.75
117	CHANNELIZING DRUMS	225	EACH	53.50	12,037.50	317.00	-	317.00	317.00	16,959.50
118	CONES (36 INCH HIGH)	75	EACH	24.50	1,837.50	80.00	-	-	80.00	1,960.00
119	BALLAST FOR CONE	75	EACH	11.60	870.00	-	-	-	-	-
120	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	2	EACH	4,850.00	9,700.00	1.00	-	-	1.00	4,850.00
121	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2, PER ALDOT	2	EACH	9,370.00	18,740.00	-	-	-	-	-
122	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	220	LIN FT	82.70	18,194.00	-	220.00	18,194.00	220.00	18,194.00
123	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER,	1,234	TON	105.00	129,570.00	2,276.85	-	-	2,276.85	239,068.25
CHANGE ORDERS										
CO 1.1	(3) WATER VAULTS IN FRONT OF BOB JONES HIGH SCHOOL	1	LUMP SUM	6,612.20	6,612.20	1.00	-	-	1.00	6,612.20
CO 2.1	METAL TRAFFIC SIGNAL POLE WITH 1 (60') ARM	1	EACH	40,881.00	40,881.00	-	1.00	40,881.00	1.00	40,881.00
CO 2.2	METAL TRAFFIC SIGNAL POLE WITH 1 (70') ARM	1	EACH	42,100.00	42,100.00	-	1.00	42,100.00	1.00	42,100.00
CO 2.3	FURNISH AND INSTALL OPTICOM SYSTEM AT INTERSECTION	1	LUMP SUM	12,700.00	12,700.00	-	1.00	12,700.00	1.00	12,700.00
Freight - RETURN SHIPPING FEE FOR 14 BOTTOM BLOCKS										
CO 3.1	ENGINEERING - REDESIGN FEE OF RETAINING WALL #5	1	LUMP SUM	550.00	550.00	1.00	-	-	1.00	550.00
CO 4.1	18" SPAN, 11" RISE, ROADWAY PIPE (CLASS 3 R.C.)	255	EACH	735.00	187,425.00	1.00	-	-	1.00	187,425.00
CO 4.2	22"X14" ROADWAY PIPE END TREATMENT, CLASS 1	6	EACH	94.00	564.00	262.00	-	-	262.00	564.00
CO 4.3	28"X18" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	1,250.00	1,250.00	-	-	-	-	-
CO 4.4	36"X23" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	1,500.00	1,500.00	-	-	-	-	-
CO 4.5	51"X31" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	2,700.00	2,700.00	-	-	-	-	-
CO 4.6	OPEN GRATE INLET, TRAFFIC TYPE, COMPLETE IN PLACE, TO	1	EACH	5,000.00	5,000.00	-	-	-	-	-
CO 4.7	SUMP EXCAVATION	180	CU YD	3,700.00	666,000.00	-	-	-	-	-
CO 4.8	FLOWABLE FILL	15	CU YD	140.00	2,100.00	-	-	-	-	-
CO 5.1	ALDOT #2 STONE	100	TN	35.00	3,500.00	50.00	-	-	50.00	1,750.00
CO 6.1	INSTALL TEMPORARY TRAFFIC SIGNAL LINE (EASTVIEW)	1	LS	2,800.00	2,800.00	-	1.00	2,800.00	1.00	2,800.00
CO 7.1	CONCRETE STRIP IN FRONT OF WALLS - 1 FT DEEP (1282 LF)	1	LS	27,968.98	27,968.98	1.00	-	-	1.00	27,968.98
CO 7.2	CONCRETE STEPS POURED IN PLACE AT WALL LOCATION	1	LS	5,044.00	5,044.00	1.00	-	-	1.00	5,044.00
CO 7.3	GATE AT STEPS - FURNISHED AND INSTALLED	1	LS	2,350.85	2,350.85	-	-	-	-	-
CO 8.1	Hydro Excavate Existing Utilities (East Side of Hughes Rd)	15	DAYS	3,850.00	57,750.00	15.00	-	-	15.00	57,750.00
New Pricing	Culvert Extension on Eastside	1	LS	92,931.50	92,931.50	1.00	-	-	1.00	92,931.50
Subtotal										
					248,000.33	332.00	1.00	2,800.00	333.00	214,157.48
TOTAL BASE BID WITH CHANGE ORDERS					6,075,630.65	160,613.23	558.88	455,029.00	160,572.11	4,770,608.44
3-1	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED,	4,690	SQ YD	10.50	49,245.00	-	-	-	-	-
3-2	BITUMINOUS TREATMENT A	4,690	SQ YD	2.00	9,380.00	-	-	-	-	-
3-3	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	607	TON	125.00	75,875.00	-	-	-	-	-
3-4	CONCRETE CURB RAMP WITH TRUNCATED DOMES, 6" THICK	46	EACH	1,600.00	73,600.00	14.00	-	-	14.00	22,400.00
TOTAL ALTERNATE #3										
					208,100.00	14.00	-	-	14.00	22,400.00
167	STORED MATERIALS					124,516.51	(120,183.18)	66,698.58		61,031.89
TOTAL BASE BID/CHANGE ORDERS, ALTERNATE 3, AND STORED MATERIALS:					6,283,730.65			391,644.38		4,853,938.33





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# INVOICE 808593

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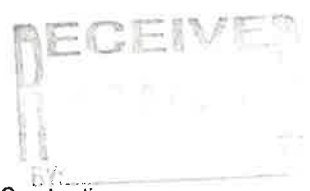
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*E4/19*

*Ryan 4/7  
14715*

Sold to: F43629  
Carcel & G Construction  
31 County Road 240  
  
Hanceville, AL 35077

Job Number: 19-17359P  
Ship to: Hughes Road Widening 2019-010-ITB  
Hughes Road from Old Madison Pike to Gillespie Road,  
Madison, AL 35758



SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
3/31/2020	For Billing Purposes	2019-15-01	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
		KLT	EXEMPT	808593

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: BC1							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall PLAIN X BELL</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC10							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC11							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC12							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC13							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC14							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC15							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC16							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							
Structure: BC17							
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
Structure Total							\$2,362.44
Station:							





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Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC18</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC19</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC2</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC20</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC21</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC22</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3RTZ</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC23</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC24</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC25</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall 45 DEGREE BEND RIGHT (INFLOW @ 225 DEGREE)</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<del>4</del>	Each	<del>PIPEBEND</del>	<del>Box Culvert Bend 45 Degree Bend Right</del>	0	\$2,500.00	<input type="checkbox"/>	\$2,500.00
				<b>Structure Total</b>			<b>\$4,862.44</b>
<b>Structure: BC26</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall 45 DEGREE BEND RIGHT (INFLOW @ 225 DEGREE)</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<del>4</del>	Each	<del>PIPEBEND</del>	<del>Box Culvert Bend 45 Degree Bend Right</del>	0	\$2,500.00	<input type="checkbox"/>	\$2,500.00
				<b>Structure Total</b>			<b>\$4,862.44</b>
<b>Structure: BC27</b>				<b>Type:</b>			
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall W/ 26" MH ACCESS HOLE ON 270 DEGREE SIDE OF TOP - CENTERED</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44



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Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
<b>Structure: BC28</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 4' SHORT SPIGOT X PLAIN</del>	11,040	\$262.49	<input type="checkbox"/>	\$1,574.96
<b>Structure: BC29</b>				<b>Structure Total</b>			<b>\$1,574.96</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6" PLAIN X BELL W/ 26" MH ACCESS HOLE ON 90 DEGREE SIDE OF TOP CENTERED</del>	16,560	\$262.49	<input type="checkbox"/>	\$1,574.96
<b>Structure: BC3</b>				<b>Structure Total</b>			<b>\$1,574.96</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<b>Structure: BC30</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<b>Structure: BC31</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall 45 DEGREE BEND LEFT (IN FLOW @ 135 DEGREE)</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
1	Each	PIPEBEND	Box Culvert Bend 45 Degree Bend Left	0	\$2,500.00	<input type="checkbox"/>	\$2,500.00
<b>Structure: BC32</b>				<b>Structure Total</b>			<b>\$4,862.44</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall 45 DEGREE BEND LEFT (IN FLOW @ 135 DEGREE)</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
1	Each	PIPEBEND	Box Culvert Bend 45 Degree Bend Left	0	\$2,500.00	<input type="checkbox"/>	\$2,500.00
<b>Structure: BC33</b>				<b>Structure Total</b>			<b>\$4,862.44</b>
		Type:	Station:				
<del>6</del>	LF	<del>BC8.3H12</del>	<del>Box Culvert 8' X 3' X 6' w/8" Wall</del>	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<b>Structure: BC34</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<b>Structure: BC35</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<b>Structure: BC36</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
<b>Structure: BC37</b>				<b>Structure Total</b>			<b>\$2,362.44</b>
		Type:	Station:				
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44



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Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC38</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC39</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC4</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall Bend (Inflow @ 135 Degrees)	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
1	Each	PIPEBEND	Box Culvert Bend 45 Degree Bend Left	0	\$2,500.00	<input type="checkbox"/>	\$2,500.00
				<b>Structure Total</b>			<b>\$4,862.44</b>
<b>Structure: BC40</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC41</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC42</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC43</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC44</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC45</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC46</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC47</b>				<b>Type:</b>			
6	LF	BC8.3H12	Box Culvert 8' X 3' X 6' w/8" Wall	16,560	\$393.74	<input type="checkbox"/>	\$2,362.44
				<b>Structure Total</b>			<b>\$2,362.44</b>
<b>Structure: BC48</b>				<b>Type:</b>			
				<b>Station:</b>			



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Table with columns: Qty, Unit, Item, Description, Weight, Unit Price, TX, Extension. Includes sub-totals for Structure and Station for items BC49, BC5, BC50, BC51, BC52, BC6, BC7, BC8, and BC9.



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PlantID: 610 Tax Code: AL..Madison-Madison Total Weight 850,080

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions.

Table with 2 columns: Description, Amount. Rows include Taxable (\$0.00), Non-Taxable (\$135,484.44), Sub Total (\$135,484.44), Tax (\$0.00), Invoice Total (\$135,484.44), Less Deposit (\$0.00), Invoice Balance (\$135,484.44).

Handwritten calculations: 2,362.44 x 20 = \$47,284.80; 2,362.44 x 4 = \$9,449.76

Handwritten total: \$56,734.56 (boxed)

**RESOLUTION NO. 2023-023-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH COMMUNITY FREE DENTAL CLINIC (CFDC) 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 Community Free Dental Clinic (CFDC) 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 23.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of February 2023.

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **COMMUNITY FREE DENTAL CLINIC** (hereinafter “**CFDC**”) 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**, CFDC 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, 2023.
2. During said term, it is hereby agreed that CFDC 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 CFDC the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, 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. CFDC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CFDC 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 CFDC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CFDC 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 CFDC, nor shall CFDC 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, CFDC 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 CFDC and that officers, employees, and any other agents of CFDC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CFDC 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. CFDC 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 CFDC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CFDC 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.



**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**COMMUNITY FREE DENTAL CLINIC**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Community Free Dental Clinic 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

The Community Free Dental Clinic (CFDC) is pleased to partner with the City of Madison and intends to use the FY23 funding by providing:



All funds will be used to help with the cost of providing free dental care to the working poor of Madison County.

Each year the clinic spends around \$20,000.00 on dental supplies these supplies include:

Gloves, Masks, PPEs, gowns, face shields

Chair covering, suction tips, saliva ejectors

Dental fillings and operative care materials

Surgical tools such as forceps, elevators

Hand pieces with bur attachments

Numbing agents Septocaine, Lidocaine Mepivacaine, plus needle gauge

Prophy angles, prophy paste, toothbrushes, fluoride, toothpaste

Gauze, sutures, dry sockets paste, patient napkins, disposable infection control materials

Many more items are needed to provide care for patients this is just a summary of common dental supplies.

All supplies are purchased to treat infected teeth or provide preventive care to Madison County adults residents living at or below poverty level with no dental insurance.

For the year 2023 the clinic estimates it will treat over 4,500 patients many of them having multiple teeth treated at each appointment.

**RESOLUTION NO. 2023-024-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH LAND TRUST OF NORTH ALABAMA (LTNA) 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 Land Trust of North Alabama (LTNA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars (\$10,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of February 2023.

---

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

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*Paul Finley, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **THE LAND TRUST OF NORTH ALABAMA** (hereinafter “**LTNA**”) 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**, LTNA will provide essential services to the City of Madison 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, 2023.
2. During said term, it is hereby agreed that LTNA shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to LTNA the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. LTNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LTNA 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 LTNA.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LTNA 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 LTNA, nor shall LTNA 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, LTNA 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 LTNA and that officers, employees, and any other agents of LTNA are not nor shall they be deemed to be officers, employees, or agents of the City.
  7. LTNA 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. LTNA 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 LTNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
  10. LTNA 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.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**LAND TRUST OF NORTH ALABAMA**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Land Trust of North Alabama 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public



## **Exhibit A**

The Land Trust of North Alabama will provide the following services:

- Assist and advise on greenway plan, design and acquisition for upcoming greenway projects
- Contribution of up to \$45,000 for land acquisition and development of Madison trails and greenways
- Work with the City of Madison and the City of Huntsville to develop interconnectivity with each city's trails and greenways
- Continue partnership with City of Madison to monitor and maintain the City of Madison's property and trails on Rainbow Mountain; including coordination of volunteer work days
- Offer guided hikes on Madison 's trails and greenways
- One Madison resident on Land Trust Board of Directors as appointed by the City Council.
- Work with individual land owners and developers to expand land acquisition and preservation opportunities in Madison
- Other projects, support, and activity as needed and requested by the City of Madison

**RESOLUTION NO. 2023-025-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON  
BEAUTIFICATION AND TREE BOARD (MBTB) 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 Madison Beautification and Tree Board (MBTB) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of February 2023.

---

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

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*Paul Finley, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON BEAUTIFICATION AND TREE BOARD** (hereinafter “**MBTB**”) 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**, MBTB 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, 2023.
2. During said term, it is hereby agreed that MBTB 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 MBTB the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, 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. MBTB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MBTB 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 MBTB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MBTB 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 MBTB, nor shall MBTB 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, MBTB 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 MBTB and that officers, employees, and any other agents of MBTB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MBTB 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. MBTB 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 MBTB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MBTB 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.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**MADISON BEAUTIFICATION AND TREE BOARD**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**                   §  
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**COUNTY OF MADISON**               §

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Madison Beautification and Tree Board 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

## Exhibit A

### Madison Beautification & Tree Board Purpose

*The City of Madison Beautification and Tree Board (MBTB) was established on October 28, 2002, and acts in an advisory capacity to the Mayor and City Council. Its purpose is to enhance the quality of life in Madison through beautification and environmentally friendly practices.*

### Beautification & Tree Board Programs & Projects

- **Beautification Awards Judging**
- **Beautification Award Winners Luncheon**
- **Beautification Awards Sign Placement**
- **Beautification Plaques for Best in Show and Excellence Awards**
- **Fall Tree Plantings in Downtown Madison**
- **Keep Alabama Beautiful Workshops and Projects**
- **Arbor Week Tree Planting**
- **Arbor Week Workshop**
- **Arbor Day Poster Contest for all Madison 5<sup>th</sup> grade students**
- **Tree Education Workshops and Resource Materials**
- **Library Book Donation**
- **Chamber of Commerce Membership**
- **Chamber of Commerce Kids and Business Expo**
- **Zoom Membership for meetings**
- **IT requirements**

**RESOLUTION NO. 2023-026-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CITY  
COMMUNITY ORCHESTRA (MCCO) 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 Madison City Community Orchestra (MCCO) 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 23.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of February 2023.

---

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

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*Paul Finley, Mayor*  
**City of Madison, Alabama**



STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON CITY COMMUNITY ORCHESTRA** (hereinafter “MCCO”) 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**, MCCO 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, 2023.
2. During said term, it is hereby agreed that MCCO 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 MCCO the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, 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. MCCO pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCCO 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 MCCO.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCCO 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 MCCO, nor shall MCCO 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, MCCO 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 MCCO and that officers, employees, and any other agents of MCCO are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCCO 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. MCCO 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 MCCO may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCCO 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.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**MADISON CITY COMMUNITY ORCHESTRA**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Madison City Community Orchestra 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

Since its founding in 2015, the Madison City Community Orchestra (MCCO) has been actively pursuing its mission of fostering and encouraging the appreciation of music, in all its various forms, with emphasis on orchestral and chamber music. Our goal is to raise the common standard of musical education and enjoyment, and to provide exceptional performances for a broad and diverse public in our city.

Our all-volunteer organization hosts events within the community that foster collaborative growth in the area of the arts. We have participated in the events shown below since our previous proposal to the City of Madison and plan to perform in more events next year.

### MCCO Events

Events Since the Last Budget Request	Event Participation Planned for Upcoming Year
Fall 2021/Winter 2022	Fall/Winter 2022
<ul style="list-style-type: none"> <li>• MCCO Fall Concert -Music Returns</li> <li>• MCCO Christmas Tree</li> <li>• Madison Tree Lighting/Lantern Parade</li> <li>• Madison Christmas Capers</li> <li>• MCCO Winter Concert – Holiday Treasures</li> <li>• Heritage Plantation Tree Lighting &amp; Caroling</li> <li>• Burritt on the Mountain Candlelight Christmas</li> </ul>	<ul style="list-style-type: none"> <li>• MCCO Fall Concert – Musical Trick or Treat</li> <li>• Madison Street Festival Booth and ensemble performances</li> <li>• Madison Tree Lighting/Lantern Parade</li> <li>• Madison Library Holiday Concert</li> <li>• MCCO Christmas Tree</li> <li>• Madison Christmas Capers</li> <li>• Various MCCO Ensemble and Chamber performances</li> <li>• Ensemble performances at area assisted living/nursing homes</li> <li>• MCCO Winter Concert</li> <li>• Various MCCO Chamber performances</li> <li>• Additional events as information and opportunities becomes available</li> </ul>
Spring/Summer 2022	Upcoming 2023 Season
<ul style="list-style-type: none"> <li>• MCCO Spring Concert – Saturday Morning Cartoons</li> <li>• MCCO Summer Concert – Conductor’s Showcase</li> </ul>	<ul style="list-style-type: none"> <li>• State of Madison City Address (if planned)</li> <li>• MCCO Spring Concert – S3 (Saint Saens, Sibelius, Smith)</li> <li>• Summer Community Concert</li> <li>• Various MCCO Ensemble and Chamber performances</li> <li>• Additional events as information and opportunities becomes available</li> </ul>

As the majority of our activities are within the confines of the City of Madison and participation is open to community members, the bulk of our expenditures and, thus, any revenue we receive, is directly related to City of Madison citizen participation. In the past year, we have continued to maintain an average of 75 active adult/youth performers. As members of the community continue to add their talents to our group, we must purchase new instruments and equipment to meet our continually changing and expanding requirements. We also have upkeep and maintenance costs associated with instruments and equipment owned by the orchestra.

As we expand our repertoire, new music must be purchased. Each of these items are necessary to continue operation. Therefore, the funding provided by the City of Madison will go towards the purchase of replacement tympani heads, cymbals, thunder sheet, stands, and stand lights.

We thank the City of Madison for its continued support to MCCO.

**RESOLUTION NO. 2023-027-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH NATIONAL CHILDREN’S  
ADVOCACY CENTER (NCAC) 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 National Children’s Advocacy Center (NCAC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Twenty thousand dollars (\$20,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of February 2023.

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

§  
§  
§

**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **NATIONAL CHILDREN’S ADVOCACY CENTER** (hereinafter “NCAC”) 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**, NCAC 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, 2023.
2. During said term, it is hereby agreed that NCAC 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 NCAC the sum of twenty thousand dollars and no cents (\$20,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, 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. NCAC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, NCAC 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 NCAC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by NCAC 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 NCAC, nor shall NCAC 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, NCAC 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 NCAC and that officers, employees, and any other agents of NCAC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. NCAC 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. NCAC 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 NCAC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. NCAC 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.



**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**NATIONAL CHILDREN’S ADVOCACY CENTER**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**                    §  
                                                         §  
**COUNTY OF MADISON**                    §

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the National Children’s Advocacy Center 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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§  
§

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

The National Children’s Advocacy Center proposes to utilize the \$20,000 in funding from the City of Madison to provide both direct services to children regarding allegations of abuse, and also to provide child abuse prevention services, to the children and residents of Madison. All of these services are **provided at no charge to the clients involved**.

The National Children’s Advocacy Center is proposing to provide the following services to residents in Madison at no cost to these individuals.

- Forensic Interviews of alleged child abuse victims
- Medical Exams of alleged child abuse victims
- Evidence-based mental health services for child victims and caregivers
- Child Abuse Prevention Presentations in Madison City Schools
- Child Abuse Prevention Casework
  - Healthy Families
  - Partnership in Parenting
- Free training for Madison City Police Department Personnel involved in the investigation of child abuse

**RESOLUTION NO. 2023-086-R**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Transportation Agreement" to provide buses during the Dublin Park Eggstravaganza scheduled April 8, 2023; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of February 2023.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA )  
COUNTY OF MADISON )

**City of Madison Board of Education  
Transportation Agreement  
With  
CITY OF MADISON**

This agreement is made between the City of Madison Board of Education (hereinafter "MCS" and CITY OF MADISON (hereinafter "Customer"). --

1. **Term:** The term of this Agreement will begin on 8 APRIL 2023 and end on 8 APRIL 2023.

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

PROVIDE SHUTTLE SERVICE FOR ATTENDEES OF THE CITY OF MADISON  
DUBLIN PARK EGGSTRAVAGANZA

Scheduled Dates: 8 APRIL 2023  
Times: 8AM - 1PM  
Route(s) or Destination(s): FROM BOB JONES HIGH TO DUBLIN PARK  
Number of buses and drivers: 4 - 6

3. **Compensation for Service:** Customer will pay MCS for services provided on the following basis (complete one of the following options):

\$ 20 PER HR per bus and driver provided per route

\$ \_\_\_\_\_ per day week month year (circle one)

\$ \_\_\_\_\_ for the event made the subject of this Agreement.

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

\$3.19 PER MILE PER BUS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Payment:** Payment of all invoices issued under this Agreement shall be due upon receipt and shall be delinquent after thirty (30) days. A late fee of Fifty Dollars

(\$50.00) shall be applied to all invoices unpaid after thirty (30) days and for each additional thirty (30) days thereafter as long as the invoice remains unpaid.

- 6. **Insurance:** Customer will provide MCS with a Certificate of Insurance which names the City of Madison Board of Education and its bus drivers assigned to provide services under this contract as additional insureds reflecting applicable coverages of not less than \$1,000,000 of General Liability Insurance and \$1,000,000 of Automobile Liability Insurance. The “Description of Operations/Locations/Vehicles/Special Items” section of the Certificate of Insurance shall include a description of the purpose of the services to be provided under this Agreement, the dates, locations and MCS vehicles to be used in providing those services and the following specific certification:

**“The City of Madison Board of Education (“MCS”) and its employees who provide services under an agreement between MCS and the named insured, are additional insureds for the General Liability and Auto Liability Coverages listed on this Certificate of Insurance.”**

- 7. **Immigration Compliance:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 8. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.
- 9. **Notices:** All notices under this Agreement shall be given to the addresses shown below:

Customer: CITY OF MADISON

Attn: Paul Finley, Mayor  
100 Hughes Road  
Madison  
AL \_\_\_\_\_, AL 35758

City of Madison Board of Education:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CUSTOMER:** CITY OF MADISON, ALABAMA, a  
municipal corporation

By: \_\_\_\_\_  
(Authorized Signer) Name Paul Finley

Its: Mayor  
(Title)

**CITY OF MADISON BOARD OF EDUCATION**

By: \_\_\_\_\_  
Edwin Nichols  
Its: Superintendent

**RESOLUTION NO. 2023-088-R**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Transportation Agreement" to provide buses during the Dublin Park Independence Day event scheduled July 3, 2023; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of February 2023.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



STATE OF ALABAMA )  
COUNTY OF MADISON )

**City of Madison Board of Education  
Transportation Agreement  
With  
CITY OF MADISON**

This agreement is made between the City of Madison Board of Education (hereinafter "MCS" and CITY OF MADISON (hereinafter "Customer").

1. **Term:** The term of this Agreement will begin on 3 JULY 2023 and end on 3 JULY 2023.

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

PROVIDE SHUTTLE SERVICE FOR ATTENDEES OF THE CITY OF MADISON  
JULY 4TH CELEBRATION

Scheduled Dates: 3 JULY 2023

Times: 3PM - 11PM

Route(s) or Destination(s): FROM BOB JONES HIGH TO DUBLIN PARK

Number of buses and drivers: 4-6

3. **Compensation for Service:** Customer will pay MCS for services provided on the following basis (complete one of the following options):

\$ 20HR per bus and driver provided per route

\$ \_\_\_\_\_ per day week month year (circle one)

\$ \_\_\_\_\_ for the event made the subject of this Agreement.

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

\$3.19 PER MILE PER BUS

5. **Payment:** Payment of all invoices issued under this Agreement shall be due upon receipt and shall be delinquent after thirty (30) days. A late fee of Fifty Dollars

(\$50.00) shall be applied to all invoices unpaid after thirty (30) days and for each additional thirty (30) days thereafter as long as the invoice remains unpaid.

- 6. **Insurance:** Customer will provide MCS with a Certificate of Insurance which names the City of Madison Board of Education and its bus drivers assigned to provide services under this contract as additional insureds reflecting applicable coverages of not less than \$1,000,000 of General Liability Insurance and \$1,000,000 of Automobile Liability Insurance. The “Description of Operations/Locations/Vehicles/Special Items” section of the Certificate of Insurance shall include a description of the purpose of the services to be provided under this Agreement, the dates, locations and MCS vehicles to be used in providing those services and the following specific certification:

“The City of Madison Board of Education (“MCS”) and its employees who provide services under an agreement between MCS and the named insured, are additional insureds for the General Liability and Auto Liability Coverages listed on this Certificate of Insurance.”

- 7. **Immigration Compliance:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 8. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.
- 9. **Notices:** All notices under this Agreement shall be given to the addresses shown below:

Customer: CITY OF MADISON

Attn: Paul Finley, Mayor  
100 Hughes Road  
Madison  
AL \_\_\_\_\_, AL 35758

City of Madison Board of Education:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CUSTOMER:** CITY OF MADISON, ALABAMA, a  
municipal corporation

By: \_\_\_\_\_  
(Authorized Signer) Name Paul Finley

Its: Mayor  
(Title)

**CITY OF MADISON BOARD OF EDUCATION**

By: \_\_\_\_\_  
Edwin Nichols  
Its: Superintendent

**RESOLUTION NO. 2023-096-R**

**WHEREAS**, on April 24, 2023, a wind/hail storm caused severe damage to multiple City of Madison properties.

**WHEREAS**, the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has made a settlement offer to the City of Madison in the amount of \$43,490.30.

**NOW, THEREFORE, BE IT RESOLVED** that this is the second and final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$43,490.30 from Alabama Municipal Insurance Corporation for said property damage and that the City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of February, 2023

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February, 2023

\_\_\_\_\_  
**Paul Finley, Mayor**  
**City of Madison, Alabama**

SWORN STATEMENT IN PROOF OF LOSS TO

\$109,457,855.00
Amount of Policy at Time of Loss
10/1/20
Policy Effective Date
10/1/21
Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

Claim Number: 055774 JB

0094347281231
Policy Number
AMIC
Agency At
Mike Gardner
Agent

By the above indicated policy of insurance you insured:

City of Madison
against loss by wind/hail upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A wind/hail loss occurred about 12 o'clock P.M. on the 24th day of April, 2021. The cause and origin of said loss was: severe thunderstorms.

Property Involved in Claim: several insured listed locations.

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: City property.

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

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

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss.....\$109,457,855.00

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

Full Cost of Repair of Replacement..... \$ 133,181.00

Applicable Depreciation..... \$ 39,954.30

[X] Actual Cash Value Loss..... [ ] Replacement Cost Loss.....\$ 93,226.70
Less deductible and/or participation by the insured..... \$ (1,000.00)

[X] Actual Cash Value Loss..... [ ] Replacement Cost Loss.....\$ 92,226.70

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed : \$39,954.00 180 days from date on ACV check.

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

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

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

State of Alabama

Insured Len E. Stone

County of Madison

By City Clerk Treasurer

Subscribed and sworn to before me this 19th day of November, 2021

Alicia Ann Walden Notary Public
Notary Public, Alabama State At Large
My Commission Expires July 16, 2023

**ALABAMA MUNICIPAL INSURANCE CORP.**

Montgomery, AL 36104

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
FIRST PARTY PROPERTY				\$0.00	\$43,490.30

Claim Number: 055774    Claimant: City of Madison    Payee: City of Madison  
Check Number: 82577    Total Check Amt: \$43,490.30    Event Date: 4/24/2021    Department: MAD City of Madison, ETAL  
Adjuster Name: Jeff Bowen    Adjuster Phone #: (256) 882-9222    Control Number: 0161744  
Payee Tax ID:

Mail To Address : City of Madison  
100 Hughes Rd.  
Madison, AL 35758

**REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING**

Another Great Product from NowDocs (888) 669-3627 www.checksandmore.com

**RESOLUTION NO. 2023-097-R**

**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF  
NEGLIGIBLE VALUE PURSUANT TO SECTION 16-108 OF CODE OF  
ORDINANCES OF THE CITY OF MADISON**

**WHEREAS**, the City of Madison have in their possession, among others, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

Quantity	Description
1	Samsung Printer S/N# ZDF2BJCH500040H
1	Samsung Printer S/N# Z64GB8GEBE001LD
1	Samsung Printer S/N# Z64GB8GCBE0020V

; and

**WHEREAS**, the Court Department has no further use for said personal property and that said personal property be declared surplus as it has no useful life or fixed asset value to the City; and

**WHEREAS**, Article V, Section 16-108, of the Madison City Code, provides for disposition of personal property of negligible value pursuant to resolution of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Court Department is hereby authorized to dispose of the surplus personal property, as listed above.

**READ, APPROVED, and ADOPTED** this 27<sup>th</sup> day of February 2023.

**ATTEST:**

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

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

**APPROVED** this 27<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



# City of Madison, Alabama

## Capital Assets Disposal Form

Capital Assets Tag No. \_\_\_\_\_  
(Existing Assets Number)

Date: 2/22/23 Department: COURT

Item Description: Samsung Printer

Serial/Model #: ZDF2 B5CH 500040H New:  Used:

Location: COURT 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) [Signature] Date: 2/22/23

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

(Below this line)

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.





# City of Madison, Alabama

## Capital Assets Disposal Form

Capital Assets Tag No. 00078e  
(Existing Assets Number)

Date: 2/22/23 Department: Court

Item Description: Samsung Printer

Serial/Model #: ZUHGB86EBE001LD New:  Used:

Location: Court 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) Date: 2/22/23

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

(Below this line)

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

Capital Assets Tag No. 000754  
(Existing Assets Number)

Date: 2/22/23 Department: Court

Item Description: Samsung Printer

Serial/Model #: ZL4AB861CBE0000V New:  Used:

Location: Court Vendor Name: Ena Lioce Group

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] \_\_\_\_\_ Date: 2/22/23  
Signature: (Department Head or Designee)

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

(Below this line)

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. 2023-089-R**

**A RESOLUTION AUTHORIZING AGREEMENT FOR  
PROFESSIONAL SERVICES WITH TRACI R. GILLESPIE**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Traci R. Gillespie for researching and optimizing federal and state funding opportunities for the City, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the 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 Traci R. Gillespie in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of February 2023.

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the **City of Madison, Alabama, a municipal corporation**, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and **Traci R. Gillespie**, 214 Teakwood Drive, SW Huntsville, AL 35801, hereinafter referred to as “Consultant.”

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought professional services for researching and maximizing various Federal and State of Alabama funding opportunities for the City; and

**WHEREAS**, Consultant is a unique provider of the services required for such researching maximizing these funding opportunities; and

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

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

**SECTION ONE: SERVICES TO BE PROVIDED**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:
  - Creating an actionable plan for maximizing State of Alabama funding opportunities through researching and developing relationships with those responsible for providing those funding opportunities.
  - Creating an actionable plan for maximizing Federal government funding opportunities through researching and developing relationships with those responsible for providing those funding opportunities.
  - Supporting the Mayor’s office and the City of Madison through efforts with the Huntsville-Madison Chamber of Commerce, Huntsville/Madison Convention & Visitors Bureau, the North Alabama Industrial Development Association, the North Alabama International Trade Association, TVA and other economic development generators.
  - Supporting the Mayor’s office with Big 10 Mayor’s meeting opportunities, along with other intergovernmental associations with whom we can partner. Also, interface with department heads within the city, to determine specific needs or opportunities.
  - Assisting the Mayor’s communications officers in identifying possible media and public affairs opportunities.
  - Other possible economic development support as required.

**SECTION TWO: FEE/EXPENSE STRUCTURE/TERM**

Consultant’s fee shall be **one hundred dollars (\$100.00) per hour**, and the total compensation for services rendered by Consultant pursuant to the services to be provided in Section One shall not exceed **ten thousand dollars (\$10,000.00)** over the six (6) month term of this Agreement. Consultant shall invoice City upon completion within thirty (30) days of performance of her services. Consultant may be reimbursed for expenses subject to the approval of the Mayor.

**SECTION THREE: TERMINATION**

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

**SECTION FOUR: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

**SECTION FIVE: ENTIRE AGREEMENT: WAIVER**

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

**SECTION SIX: GOVERNING LAW**

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

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

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

**Attest:**

By: \_\_\_\_\_  
*Paul Finley, Mayor*

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*

Date: \_\_\_\_\_

**STATE OF ALABAMA**                    §  
                                                         §  
**COUNTY OF MADISON**               §

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

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

\_\_\_\_\_  
Notary Public

**Traci R. Gillespie**

By: \_\_\_\_\_  
*Traci R. Gillespie, sole proprietor*

Date: \_\_\_\_\_

**STATE OF ALABAMA**                    §  
                                                         §  
**COUNTY OF MADISON**               §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Traci R. Gillespie and who was made 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 this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. 2023-080-R  
A RESOLUTION TO MAKE CHANGES TO THE  
JOB CLASSIFICATION PLAN**

WHEREAS, the City of Madison has assigned certain positions to the job classification plan and has established pay range for those positions; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 27<sup>th</sup> day of February, 2023, that the following changes be made to the Class Plan, to be effective the beginning of the pay period following adoption of the resolution:

**Grade Changes, General Classification Plan:**

- Seasonal Crossing Guard (Police) Grade 4
- Arts & Craft Worker (Senior Center) Grade 4
- Complex Maintenance Worker I (Recreation) Grade 4
- Food Service Worker (Senior Center) Grade 4
- Full-Time Lifeguard (Recreation) Grade 4
- Part-Time Lifeguard (Recreation) Grade 4
- Night Manager (Recreation) Grade 4
- Recreational Aide (Seasonal & Camp Counselors) Grade 4
  
- Complex Maintenance Worker II (Building) Grade 5
- Receptionist (Recreation, City Clerk & Sr. Center) Grade 5
- Permit Specialist I (Building) Grade 5
  
- Head Crossing Guard (Police) Grade 6

READ, PASSED, AND ADOPTED this 27<sup>th</sup> day of February 2023.

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

**ATTEST:**

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

**APPROVED** this 27<sup>th</sup> day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2023-090-R**

**A RESOLUTION AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE FEBRUARY 15, 2023 CITY COUNCIL WORK SESSION**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the February 15, 2023 City Council Work Session shall be archived and made available for subsequent viewing;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 27<sup>th</sup> day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



**RESOLUTION NO. 2023-084-R**

**A RESOLUTION APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR  
J & T HALL, LLC**

**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 restaurant retail liquor license to **J & T HALL, LLC** doing business as **LANIER HOUSE** which has applied for said license for its location at 20 Martin Street; and

**WHEREAS**, the Revenue Director has received written approval for the application of from **J & T HALL, LLC** 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 restaurant retail liquor license to **J & T HALL, LLC** for its 20 Martin Street 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 **J & T HALL, LLC** doing business as **LANIER HOUSE**;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



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

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**Date:** February 22, 2023

**To:** Mayor & City Council

**From:** Ivon Williams  
Deputy Revenue Officer, Revenue Department

**Subject:** J & T Hall, LLC  
DBA: Lanier House  
Restaurant Retail Liquor License

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Please find attached a copy of the checklist for J & T Hall, LLC, doing business as Lanier House, in regard to their application for a Restaurant Retail Liquor License for their location at 20 Martin Street.

The reason that this business is applying for a Restaurant Retail Liquor License at this time is because this is a new request for alcoholic beverages at this location.

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) 772-5654.

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: J & T HALL LLC Business Name: Lanier House Business Location: 20 Martin Street, Madison, AL 35758 Mailing Address: 20 Martin Street, Madison, AL 35758 Phone: 256-631-3057

APPLICATION FEE:

Date Paid: 02/09/2023 Amount: 100.00 Receipt #: Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: February 9, 2023 Background Check: Approved Disapproved Check Completed By: 2-15-23 Title ID Secretary Date Completed: Becky Ruffee

BUILDING DEPARTMENT APPROVAL:

Letter Sent: February 9, 2023 Inspection: Approved Disapproved Inspection Completed By: Title INSPECTOR Date Completed: 2/17/2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: February 9, 2023 Inspection: Approved Disapproved Inspection Completed By: Title Inspector Date Completed: 2/17/23

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: February 9, 2023

Date Placed: February 15, 2023 Newspaper: Madison Record

Publication Fee Paid: \$184.00

Date Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Public Hearing: February 27, 2023

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

Issuance Date: \_\_\_\_\_

By: \_\_\_\_\_

License #: \_\_\_\_\_



**RESOLUTION NO. 2023-056-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND  
EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OHM  
ADVISORS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with OHM Advisors for professional engineering consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Professional Services for Balch Road and Gooch Lane" 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 OHM Advisors in a total amount not to exceed one hundred fifty-six thousand and seven hundred dollars (\$156,700) 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 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



January 25, 2023

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

**RE: Proposal for Civil Professional Services for Balch Road and Gooch Lane Roundabout**

Dear Mr. Johnson,

OHM Advisors (OHM) appreciates the opportunity to submit this proposal for professional services related to the above referenced project. This letter presents our understanding of the project, scope of services, schedule, fees, and “Terms and Conditions.”

### **Project Understanding**

**Design:** We understand that City of Madison (the City) is seeking professional services regarding improvements to the intersection of Balch Road and Gooch Lane. We understand that the proposed design is planned to be a single lane roundabout with the goal of the project to improve safety and traffic flow at the intersection. We understand the limits of the project will only extend far enough away from the intersection to accommodate the proposed roundabout design and this project will not address the vertical curve south on Balch or the horizontal curve to the east on Gooch. Although there are currently no pedestrian facilities at the intersection, 5-foot-wide ADA compliant sidewalks will be designed within the limits of the project with crossings of all four legs of the roundabout. We understand the City is using local funds for the project and will not require funding coordination with other agencies.

**Traffic Data:** The City has already provided OHM with the crash data over the last 5 years, but we also understand the City will be responsible for providing turning movement counts on a non-holiday work day when school is in session from 7-9AM, 11AM – 1PM, and 4-6PM at the intersection. OHM will use this data to model the roundabout in Rodel roundabout software to confirm the roundabout configuration and ensure an acceptable level of service for both now and in the future.

**Survey:** A full topographical survey within the existing ROW and anticipated proposed ROW within 350’ of the intersection is included with this contract, as well as a boundary survey of all parcels adjacent to the proposed road improvements. All survey work will be completed by OHM’s survey team.

**Geotechnical:** We understand geotechnical analysis and a report will be necessary to complete the design. A sub-consultant contracted by OHM will be used to provide these services. We anticipate the need for four (4) soil borings, one on each corner of the intersection, and two pavement cores within the limits of the existing road. The soil borings will be used to obtain existing thicknesses of pavement and base stone as well as existing soils in areas of widening. Based on the soil borings, the subconsultant will provide a pavement recommendation to use in design.

**Roadway Drainage:** The existing condition of the intersection has open shoulder and ditches with an existing storm sewer inlet on the southeast corner. Developing a drainage plan within our project limits and verifying the design not negatively impacting the existing drainage patterns in the area will be part of this contract. We anticipate using curb and gutter along most of the intersection and adding storm sewer to tie into the existing storm system. Additionally, spillways may be utilized to drain water into the adjacent ditches where our curb section ends, reducing underground storm sewer costs. No storm sewer improvements or connections are expected outside the limits of the road improvement portion of the project.



**Wetlands:** Based on a brief review of a national online wetland mapping software, it appears there are no wetlands within the vicinity of the intersection that would be impacted by this project.

**Right-of-Way (ROW):** Based on GIS ROW maps, ROW acquisition seems unavoidable. However, we are proposing a smaller diameter roundabout to reduce ROW impacts. OHM will work with the City to develop ROW exhibits, but we understand that the City will be responsible for the ROW acquisition.

**Utility Coordination:** We understand that several key utilities are located within the vicinity of this intersection. There are utility poles on the northeast, northwest, and southeast corners. There is also evidence of underground gas, water, and sewer utilities. We understand that utility coordination will be part of this project and we will strive to minimize impacts to the utilities and coordinate with any utilities that require relocation.

**Permitting:** We understand that city and county permits will be required for the proposed work. With land disturbance associated with the project having the potential to be over one acre, the project may need to apply for coverage under the NPDES construction stormwater general permit. We understand a Notice of Intent and Construction Best Management Practices Plan, prepared by a certified Qualified Credentialed Professional, may need to be prepared for this project.

**Traffic Control:** We understand the City's desire to maintain traffic during construction due to close proximity to Madison Hospital. OHM will work with the City to develop a traffic control plan that is feasible and cost effective but still provides the service needed for emergency vehicles during construction. Temporary pavement and a multi-stage traffic control plan is expected.

## Scope of Services –Design Services and Deliverables

### Task 1 – Topographical and Boundary Survey

OHM will perform full topographical survey for the anticipated limits of the project. Anticipated limits of the project include full survey within the existing and anticipated proposed right-of-way within 350' of the intersection. Online GIS software shows existing 70' ROW on the north and south legs, 80' ROW on the east leg, and 50' ROW on the west leg. Additional ROW may be needed in all four quadrants of the intersection, with the majority expected on the northeast corner. Survey limits will include these potential areas.

Additionally, OHM will perform a boundary survey of the properties abutting the road within 350' of the intersection.

### Task 2 – Pre-design Alternatives

Working closely with the City, OHM will begin the design process for the roundabout by sketching up to 3 basic alternatives and evaluate feasibility based on safety, efficiency, cost, impact to utilities and ROW, and ability to stage construction to maintain traffic. This may include different roundabout size configurations and positioning of the center circle. Deliverables may include exhibits and an alternatives memo. One project kickoff meeting and one design review meeting with the City will occur as part of this task.

### Task 3 – 30% Roadway Design Plans

Once a preliminary roundabout design has been approved by the City, OHM will prepare preliminary roadway plans for the roundabout at a 30% design level for review and comment by the City. Design elements completed at this stage include horizontal alignments, profiles, and typical sections of the roadway. Fastest path and truck turning movements will be completed for the roundabout location. The design is expected to accommodate all turning movements for a school bus, fire engine, and basic moving truck (WB-40). Plans will be AutoCAD generated consisting of the following sheets:

- Cover Sheet
  - Project Title, Contact Information, Sheet Index, Location Map
- General Notes and Legend
  - Preliminary project wide general notes, graphic legend, and abbreviations.
- Typical Sections
  - Depicting elements of the roadway corridor
- Key Map Sheet
  - Includes page numbers of sheet for each section.
- Existing Conditions and Removal





- Existing conditions (survey) and identification of all items to be demolished/removed.
- Construction Plan/Profile Sheets
  - Plan view showing horizontal alignments and layout, identification of above-grade site construction items, proposed right-of-way, preliminary drainage layout, and preliminary below-grade utility layout at top of sheet.
  - Profile showing vertical layout control of roadway centerline and edges of roadway, showing existing and preliminary proposed utilities and drainage structures at bottom of sheet.

**Task 3 Deliverables:**

- 30% Roadway Design Plans at 20 scale
  - 11"x17" 'half size' PDF plan set

**Task 4 – 80% Roadway Design Plans**

After review by the City of the 30% plans, OHM will prepare roadway design plans at a 80% design level for the roundabout. Comments from the City's review will be incorporated into the design, and various elements of the design will progress. A complete 3D model of the roundabout will be developed in AutoCAD-Civil3D. Roadway Design Plans will be AutoCAD generated plans consisting of the following sheets:

- Cover Sheet
  - Project Title, Contact Information, Sheet Index, Location Map
- General Notes and Legend
  - Applicable project wide general notes, graphic legend, and abbreviations.
- Summary of Quantities
  - Table depicting project quantities based on ALDOT unique pay items.
- Typical Sections
  - Depicting elements of the roadway corridor, including pavement design
- Roadway Details
  - Roadway related construction details
- Key Map Sheet
  - Includes page numbers of sheet for each section.
- Existing Conditions and Removal
  - Existing conditions (survey) and identification of items to be demolished/removed.
- Construction Plan/Profile Sheets
  - Plan view showing horizontal layout control and identification of above-grade site construction items, proposed right-of-way, stormwater collection and conveyance systems, and below-grade utilities at top of sheet.
  - Profile view showing vertical layout control of roadway centerline and edges of roadway, showing existing and proposed utilities and drainage structures at bottom of sheet.
- Roundabout Layout Sheet
  - A detailed geometric layout sheet of the roundabout
- Erosion Control
  - Design of erosion prevention and sediment control BMP's to meet applicable local and state regulations. Depiction of project BMPs and proposed and existing topographic contour lines.
- Traffic Control and Detour Plan
  - Plan sheets showing construction staging and/or detour routes around the closed intersection during construction.
- Signing and Striping Plans
  - Plan sheets showing road signs and pavement markings including pay items and quantities.
  - Sign summary table on sheets.
- Cross-Section Sheets
  - Depiction of roadway cross-sections along designed roadways at 50-ft intervals, at center line of all driveways and side streets, and locations where ROW limits change.
  - Includes elevations at road centerline, edge of pavement/back of curb, ditch flow lines, and tie in locations.



Additionally, an engineer's estimate will be completed using project quantities and current ALDOT unit-bid prices. OHM will support the City with the ROW acquisition process by preparing exhibits for up to 4 parcels. OHM will conduct utility coordination with private utilities by distributing plans and holding one utility coordination meeting.

**Task 4 Deliverables:**

- *80% Roadway Design Plans at 20 scale*
  - *11"x17" 'half size' PDF plan set*
  - *Engineer's estimate*
  - *ROW Exhibits for up to 4 parcels*

**Task 5 – Final Roadway Design Plans**

After review by the City of the 80% plans, OHM will prepare roadway design plans at a 100% design level for the roundabout. Comments from the City's review will be incorporated into the design, and final elements of the design will be completed. The plan sheets listed above will be revised as necessary, and detailed grading sheets depicting detailed grades for drainage, ADA compliance, and construction will be developed. Signing and striping plans will be completed. Additionally, a final engineer's estimate will be completed using project quantities and current ALDOT unit-bid prices, and any project specific specifications will be written and included in the construction bid package. Finally, OHM will assist the City by coordinating with public agencies to obtain city, county, and state permits for the proposed work.

Additionally, OHM will attend the pre-bid meeting to answer questions and will prepare any addendums necessary during the advertisement period.

**Task 5 Deliverables:**

- *Final Roadway Design Plans at 20 scale*
  - *22"x34" 'full size' and 11"x17" 'half size' PDF plan sets*
  - *AutoCAD base files*
  - *ADEM and CBMPP Permit submittal*
  - *Final Engineer's estimate*
  - *Project-specific specifications*
  - *Any necessary addendums during the advertisement period*

**Task 6 – Geotech**

A geotechnical investigation will be conducted and resulting geotechnical report will be prepared by a subconsultant contracted by OHM advisors. The geotechnical investigation will include four (4) soil borings and two (2) existing pavement cores and analysis along with a pavement section recommendation.

**Task 6 Deliverables:**

- *Geotechnical Report*

**Task 7 – Hydro-Excavation**

A hydro-excavation subconsultant will assist in locating the vertical depth of critical underground utilities where detailed vertical locations are not known but are needed to determine potential impacts due to the widening and vertical curve improvements. The subconsultant estimates being able to do 5 to 10 potholes per day no greater than 9' deep. Two days of Hydro Excavation is estimated at this time, but additional days may be added by request of the City.

**Assumptions and Excluded Services**

- A single lane roundabout is assumed in the design, any multilane approaches or bypass lane analysis or design is excluded.
- Geometric design changes or corridor improvements not stated in the project understanding above are excluded.
- Construction Administration Services (shop drawings, RFIs, Punchlist, etc.) are excluded.
- Construction Inspection services are excluded.
- Bidding Administration Services are excluded other than attending the pre-bid meeting and preparing any addendums during the advertisement period.



- Wetland and environmental studies and permits are excluded.
- Archaeological / cultural resource reviews are excluded.
- Intersection Control Evaluation (ICE) study is excluded.
- Utility relocation or improvement design such as water main and sanitary sewer is excluded.
- Specification front-end documents are excluded.
- Photometrics and lighting design are excluded.
- Sidewalk design beyond the limits of the project improvements is excluded.
- Drainage design beyond the limits of the project improvements is excluded.
- Corridor improvements to the approaching legs of the roundabout beyond limits needed to construct the roundabout (i.e. vertical curve changes south of the roundabout, or horizontal curve changes east and west of the roundabout) are excluded.
- Landscape design and irrigation design are excluded.
- Right-of-way acquisition assistance beyond parcel exhibits is excluded.
- Construction staking is excluded.
- Construction materials testing is excluded.
- Permit review fees are excluded.
- Other services not explicitly stated in this contract are excluded.

Note that some of the services listed above may be added under this contract at request from the City. If requested, OHM will provide an Amendment to the Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

#### **Schedule**

The Consultant is available to commence with this assignment upon approval and execution of this Letter Proposal or issuance of a purchase order. The below schedule represents approximate durations of tasks.

<b><u>DESCRIPTION</u></b>	<b><u>OHM TASK</u></b>	<b><u>DURATION</u></b>
Topographical Survey	OHM Task 1	4 weeks
Predesign Alternatives	OHM Task 2	3 weeks
30% Roadway Design Plans	OHM Task 3	4 weeks
80% Roadway Design Plans	OHM Task 4	8 weeks
Final Roadway Design Plans	OHM Task 5	4 weeks
Geotech	OHM Task 6	4 weeks
Hydro Excavation	OHM Task 7	4 weeks

#### **Compensation**

OHM will perform services on a lump sum basis (less Task 7 – Hydro-Excavation) per the table below. OHM will notify the City in advance if we become aware of unforeseen conditions impacting the estimated cost of services. OHM will not exceed the estimates without the Client's prior approval.

<b>Task</b>	<b>Description</b>	<b>Fee Type</b>	<b>Fee Estimate</b>
1	Survey	Lump sum, estimated	\$ 16,000
2	Predesign Alternatives	Lump sum, estimated	\$ 8,500
3	30% Roadway Design Plans	Lump sum, estimated	\$ 29,000
4	80% Roadway Design Plans	Lump sum, estimated	\$ 54,000
5	Final Roadway Design Plans	Lump sum, estimated	\$ 33,500
6	Geotech	Lump sum, estimated	\$ 9,000
7	Hydro-Excavation	Daily, Time and Materials *	\$ 6,700
Subtotal Fee Lump Sum			<b>\$ 150,000</b>
Subtotal Fee Daily, Time and Materials			<b>\$ 6,700</b>
<b>Total Fee Budget</b>			<b>\$ 156,700</b>

\* Hydro-Excavation Cost per day is \$3,350. Estimated 2 Days.

Michael Johnson, PE  
City of Madison  
January 25, 2023  
Page 6 of 6



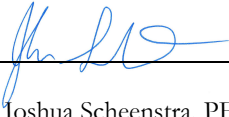
**Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter and initials on the contract terms and conditions will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at [joshua.scheenstra@ohm-advisors.com](mailto:joshua.scheenstra@ohm-advisors.com) or by telephone at (615) 610-5224.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter.

**Orchard, Hiltz, & McCliment, Inc.**  
CONSULTANT

**City of Madison, Alabama**  
CLIENT

  
\_\_\_\_\_  
Joshua Scheenstra, PE  
\_\_\_\_\_  
Project Manager  
\_\_\_\_\_  
1/25/2023  
\_\_\_\_\_

(Signature) \_\_\_\_\_  
(Name) Paul Finley  
(Title) Mayor  
(Date) \_\_\_\_\_

Attachments: Terms and Conditions

## TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Alabama firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Alabama will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

**RESOLUTION NO. 2023-062-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH CROY ENGINEERING, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Croy Engineering, LLC, for surveying services, geotechnical engineering services, design and construction documents and bid assistance services for improvements to Bradley Street, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Croy Engineering, 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 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Croy Engineering, LLC, located at 603 Madison Street, SE, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought professional services for surveying services, geotechnical engineering services, design and construction documents and bid assistance services for improvements to Bradley Street;

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional services for geotechnical engineering services, surveying, design and construction documents and bid assistance services for improvements to Bradley Street, said services to be administered according to Consultant’s proposal dated January 13, 2023, attached as ATTACHMENT A, which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.



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

**SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **one hundred seventy eight thousand nine hundred forty dollars (\$178,940)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary

restrictions of the City's duly-adopted budget for the then-current fiscal year.

### **SECTION 3: INDEMNIFICATION & INSURANCE**

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

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

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

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

**SECTION 4: COMMENCEMENT; TERM**

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

**SECTION 5: TERMINATION**

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

**SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

**SECTION 7: EXCUSED PERFORMANCE**

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

**SECTION 8: ASSIGNMENT**

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

**SECTION 9: ENTIRE AGREEMENT: WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the

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

**SECTION 10: NOTICES**

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Houston Matthews, P.E.  
Manager of Engineering Services  
Croy Engineering, LLC  
603 Madison Street, SE  
Huntsville, AL 35801*

**SECTION 11: GOVERNING LAW**

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

**SECTION 12: MISCELLANEOUS PROVISIONS**

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF ALABAMA                   §  
                                                  §  
COUNTY OF MADISON               §

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

Given under my hand and official seal this \_\_\_\_\_ day of February, 2023.

\_\_\_\_\_  
Notary Public

Croy Engineering, LLC  
Consultant

By: [Signature]

Printed: Houston Matthews

Its: Manager

Date: 2/10/23

STATE OF ALABAMA                   §  
                                                  §  
COUNTY OF MADISON               §

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

Given under my hand this the 10 day of February, 2023.

[Signature]  
Notary Public

**CHRISTINA LEE SAXON**  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES JUL. 13, 2026



### Scope of Services

The City of Madison desires to widen and improve Bradley Street from its intersection with Short Street to its intersection with Sullivan Street. The road improvements will closely match the improvements recently completed along Short Street and will include new roadway construction, curb and gutter, sidewalk, and street lighting. The project location is generally shown below:



*Project Area*

### Surveying Services

Croy will provide site topography for the anticipated design area shown below. Croy will collect observed, above-ground features within this area and marked underground utilities (as per AL811 locate request and coordination with Madison Utilities, Huntsville Utilities, and North Alabama Gas). Existing, buried potable water, sanitary sewer, and natural gas lines, if present along Bradley Street only, will be located following subconsultant efforts to identify and uncover, as applicable. Potholing existing utilities along Sullivan Street or other roadways will be considered Additional Services. Elevation contours of the existing ground surface will be generated at one-foot intervals. Croy will generate a digital CAD file for in-house design use.





*Topography Surveying Limits*

Croy will research available information and perform field surveying efforts to depict existing public rights-of-way and property lines within the area shown below. Croy will prepare tract sketches depicting required right-of-way or easement acquisition for all parcels impacted by the project. Proposed rights-of-way and easement boundaries will be coordinated with the project design file and with City of Madison staff prior to finalization. Upon acceptance of the proposed acquisition limits by the City, Croy will prepare legal descriptions to support acquisition efforts. Property acquisition efforts will be completed by the City of Madison. Revisions to prepared acquisition documents as requested by the City of Madison will be considered Additional Services.



ROW/Parcel Surveying Limits

### Geotechnical Engineering Services

Croy will utilize GTEC to provide geotechnical engineering services related to soil boring and analysis, pavement cross section recommendations, and retaining wall design. Please reference the attached proposal for details of the scope of services included.

### Design and Construction Documents

Croy will prepare construction plans for the proposed improvements. Construction plan sheets will include, but are not limited to: existing conditions, geometric layout, grading, drainage, utility relocation, lighting, striping, erosion control, traffic control, roadway and sanitary sewer profiles, roadway cross sections, and applicable construction details.

Croy will conduct a pre-design project kickoff meeting with appropriate City of Madison staff prior to commencing design efforts. Croy will conduct a 30% review meeting with Madison staff following the completion of site surveying and development of a draft project layout. Croy will conduct 60% and 90% design progress meetings at the respective design intervals. Croy will coordinate with Madison Utilities, Huntsville Utilities, and other known utility providers related to existing and proposed infrastructure. Croy will provide completed construction plans to the City for advertising and bidding following the completion of the construction plans.

Croy will prepare an Opinion of Probable Construction Cost (OPCC) at the 30% and 90% project review stages and review the information at the respective design meetings. Croy will prepare a Summary of Quantities and final OPCC and deliver with the completed construction plans.

Construction plans will include:

1. Bradley Street widening to include two-11' lanes, curb and gutter, and street lighting.
2. 5' sidewalk along north side of Bradley Street.

603 Madison Street SE | Huntsville, Alabama 35801 | 256.517.8555

croyengineering.com



3. 5' sidewalk along south side of Bradley Street from Short Street to anticipated restaurant site.
4. 10' pedestrian walk from Garner Street parking lot to intersection of Bradley Street and Short Street
5. Track sketches indicating existing and proposed right-of-way and/or easement acquisition; legal descriptions will be provided for each.
6. Geotechnical engineering report for proposed retaining wall adjacent to existing retail building (to match existing design) and proposed pavement structure.
7. Electrical engineering design as related to street lighting and underground electric service transmission.
8. Water and sanitary sewer relocation design, as applicable.

#### Bid Assistance Services

Croy will attend a pre-bid meeting, if held, and will respond to questions from plan holders throughout the duration of the advertisement period. Croy will attend the Bid Opening, review submitted Bids, and provide a Recommendation of Award for the City of Madison's consideration. Croy will attend the City of Madison Council meeting at which the construction contract is to be awarded. Services requested following the award of the construction contract will be considered Additional Services. Services described above for additional advertisement periods shall be considered Additional Services.

#### **Additional Services**

The following services are excluded from the Scope of Services and are considered Additional Services:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or the Engineer's Sub-Consultants.
2. Services required as a result of Client's providing incomplete or incorrect project information.
3. Surveying services outside the indicted limits/areas.
4. Physical location of existing utilities outside of the existing Bradley Street right-of-way.
5. Revisions to prepared ROW acquisition documents.
6. ROW acquisition services.
7. Bid Assistance Services for more than one (1) project advertisement period.
8. Construction administration services or services following award of construction contract.

**Fees for Additional Service:** The fees for additional services, upon request and authorization to provide by the Owner, will be billed at Croy's standard hourly rates or at a negotiated lump sum amount.



### Summary of Fees

Description	Type	Fee
Surveying Services	Lump Sum	\$40,680
Geotechnical Engineering Services	Lump Sum	\$19,100
Design and Construction Documents	Lump Sum	\$114,400
Bid Assistance Services	Hourly, Not To Exceed	\$4,760
<b>TOTAL FEE</b>		<b>\$178,940</b>

### Proposed Schedule

The Engineer is available to begin services within two (2) weeks from the Client's authorization to proceed. The Engineer anticipates completion of the described Scope of Services within four (4) months from the commencement of services. *Note: Schedule durations are estimated based on the authorization of services on the date of this Proposal and are subject to change due to Engineer's workload at the time of authorization to proceed.*

**RESOLUTION NO. 2023-063-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SAIN ASSOCIATES, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with SAIN Associates Inc. for professional engineering consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Professional Services for Old Madison Pike Widening and Browns Ferry Road Mille/Overlay" 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 SAIN Associates, Inc. in a total amount not to exceed one hundred eighty thousand nine hundred fifteen dollars (\$180,915.00) 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 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*

**City of Madison, Alabama**



**SAIN**  
ASSOCIATES

5021 Technology Drive NW  
Suite B2  
Huntsville, Alabama 35805  
Telephone: (205) 940-6420  
[www.sain.com](http://www.sain.com)

January 30, 2023

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

**SUBJECT: Proposal for Professional Services for  
Old Madison Pike Widening and Browns Ferry Road Mill/Overlay  
Sain Project No. 23-0008**

Dear Mr. Johnson:

We are pleased to submit this proposal for professional design services for the widening of Old Madison Pike and mill and overlay of Browns Ferry Road at the intersection of Hughes Road. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees. We appreciate the opportunity to again work with the City of Madison.

### **General Project Understanding**

- The one lane widening of Old Madison Pike will occur from Hughes Road to the east to Sunset Boulevard on the north side of the road. This widening will allow for 5-lanes that includes a center turn lane. The milling and overlay of Browns Ferry Road will occur from Hughes Road to the west to Plaza Boulevard and then re-stiped to 5-lanes that includes a center turn lane.
- We will provide an alternate design fee to add an additional lane to Old Madison from the entrance/exit of Dublin Park to Sunset Boulevard.
- We will provide traffic signal design plans for the signal modifications at Hughes Road and Old Madison Pike/Brown Ferry Road.
- It is also understood that some utilities may need to be relocated dependent on the final culvert length and location within the existing ROW. We will coordinate any utility relocations with the appropriate agencies and include their relocation plans within our construction set if necessary.
- We will provide a topographic survey of the areas of the proposed improvements.
- A proposal for a geotechnical evaluation report by Building and Earth Sciences is included with this proposal.
- Sain will provide a set of construction plans for bidding, assist with the bidding process and provide construction administration services.
- The pavement design recommendations will be used from the original geotechnical report for the Hughes Road/Old Madison Pike Widening project from S&ME, Inc.



- The project will be built per City of Madison specifications.
- Any project manual will be prepared by the City of Madison.

## **SCOPE OF SERVICES**

### **Topographic Survey for Base Design**

Sain will provide a Topographic survey along Old Madison Pike Road and Browns Ferry Road between Sunset Boulevard and Plaza Boulevard. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. The extents of the survey will begin at the Southern curb and gutter and North to 25 feet past the Northern Right-of-Way of said Old Madison Pike and Browns Ferry Roads. Paint stripes and traffic markings will be located. The survey will include, any pertinent features observed while surveying the project. Contours will be shown at 1-foot intervals on the survey. Visible encroachments onto and up to 10 feet beyond the limits of the surveyed parcel will be noted and shown on the survey. Visible easements and rights-of-way affecting the property will be shown. Sain will locate above ground structures indicating underground utilities, and subsurface utilities as marked by utility companies. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes, where accessible. Visible improvements will be shown including walls, fences, sidewalks, curbs, parking areas, and paved areas.

### **Property Tract Sketches for Base Design**

Any found property corners will be located along Old Madison Pike. Approximately 8 tract sketches for the acquired right of way or necessary easements will be drawn and legal descriptions of the property and easements will be provided to the City.

### **Topographic Survey for Alternate Design**

Sain will provide a Topographic survey along the North side of Old Madison Pike Road between Sunset Boulevard and the entrance/exit to Dublin Park. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. The extents of the survey will begin at the Southern curb and gutter and North to 25 feet past the Northern Right-of-Way of said Old Madison Pike. Paint stripes and traffic markings will be located. The survey will include, any pertinent features observed while surveying the project. Contours will be shown at 1-foot intervals on the Survey. Visible encroachments onto and up to 10 feet beyond the limits of the surveyed parcel will be noted and shown on the survey. Visible easements and rights-of-way affecting the property will be shown. Sain will locate above ground structures indicating underground utilities, and subsurface utilities as marked by utility companies. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes, where accessible. Visible improvements will be shown including walls, fences, sidewalks, curbs, parking areas, and paved areas.

### **Property Tract Sketches for Alternate Design**

Any found property corners will be located along Old Madison Pike. Approximately 3 tract sketches for any acquired right of way or necessary easements will be drawn and legal descriptions of the property and easements will be provided to the City.

### **Base Design Phase**

Sain will provide all design components for the above project understanding along Old Madison Pike/Browns Ferry Road from Sunset Boulevard to Plaza Boulevard. We will produce plans suitable for bidding purposes. We will meet with Madison Engineering for review meetings at a 30%, 60%





& 90% periods to discuss concepts and details of the project. We will provide a preliminary cost estimate at the 30%, 60% and 90% review meetings.

### **Alternate Design Phase**

Sain will provide all design components for the above project understanding along Old Madison Pike from Sunset Boulevard to the entrance/exit of Dublin Park. We will provide all design components for the above project understanding. This design will be incorporated with the base design phase construction plans and reviews. We will provide a preliminary cost estimate at the 30%, 60% and 90% review meetings.

### **Traffic Signal Modification Design Plans**

Sain will prepare design plan sheets suitable for permitting and construction of modifications to the existing traffic signal at the intersection of Hughes Road and Old Madison Pike/Browns Ferry Road. We will collect peak hour turning movement counts (7:00 – 9:00 AM and 4:00 – 6:00 PM) at the study intersection to help determine signal phasing. We will also perform a site visit to inventory existing conditions and to note any deficiencies that would affect the signal modifications. The design plan will conform to the policy and standards of the City as well as any applicable State and Federal standards. Design criteria for the traffic signal modifications will be established with the City prior to starting plan development.

### **Bid Phase**

Sain will assist Madison Engineering during the bid phase by conducting a pre-bid meeting where the team will explain the scope of the project and the contract requirements. We will attend the bid opening and prepare a bid tabulation and a bid recommendation. Sain will distribute plans/specs to interested bidders and maintain a list of plan holders. Sain will also make reasonable efforts to notify potential bidders of the project to obtain multiple, competitive bids for the project.

### **Construction Administration Phase**

Sain will provide the construction administration services for the project. We will conduct a pre-construction meeting, review submittals, provide design clarifications if needed, attend progress meetings, and review and approve pay requests submitted by the contractor. We will also make periodic visits to the project site during construction activities. Sain will also conduct a punch list meeting and final acceptance meeting with the contractor.

We are basing our proposal on a 5-month construction schedule. If the contractor does not complete the project during this period, the additional fees will be billed on a time and materials basis using the billing rates in the Terms & Conditions attached.

### **NPDES Permitting**

We will prepare the NPDES Notice of Intent application package for ADEM. We will also develop a Construction Best Management Practices Plan and we will coordinate with you to make an online NPDES application with ADEM. You will need to create an account on the ADEM website and pay the application fee on-line. Once this is done, Sain will upload the submittal package for review and approval, and we will address comments issued by ADEM for final approval. The cost of the permit, \$1,385, is included in our fee.

Sain will perform BMP inspections/reports as required by ADEM monthly or as required by rain events. We have estimated 2 inspections per month in our fee schedule.



**Traffic Signal Approval/Permitting**

Upon completion and submittal of the overall plan assembly to the City, we are available to track the signal plan review status throughout the approval process, until final approval is received. We will also prepare any necessary signal permit forms, if applicable.

**Geotechnical Investigation**

We have attached the proposal for the geotechnical subsurface exploration and foundation report from our geotechnical sub-consultant, Building and Earth Sciences.

**Hydro Excavation**

Sain will use Weaver Environmental Services, Co. as a sub-consultant contractor to do an on-call contract to do any hydro excavation for determine the depth of existing utilities that may conflict with project improvements. The contractor will be paid on an hourly fee. Sain's survey crew will meet the contractor in the field as necessary to locate depths of hydro excavations.

**As-Built Survey for Base Design Phase**

Sain will Provide an As-Built survey for improvements along the North side of Old Madison Pike Road from Hughes Road to Sunset Boulevard. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. As-built new lane and storm sewer additions and any relocated utilities. New signal pole and signal controller.

**As-Built Survey for Alternate Design Phase**

Sain will Provide an As-Built survey for improvements along the North side of Old Madison Pike Road from Sunset Boulevard to the entrance/exit of Dublin Park. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. As-built new lane and storm sewer additions and any relocated utilities.

**EXCLUSIONS**

Services outside our normal scope can include but are not limited to the following: the cost of filing fees for permits and approvals; Boundary Survey; environmental studies and permitting; pavement design; platting; easement coordination; any as-built surveys; utility relocations or extensions; site lighting design; landscaping design; bidding and contract negotiation; materials testing; storm water monitoring during construction; full-time CE&I (inspections); retaining wall design; phasing of construction plans or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

**FEES**

We propose to provide the described services based on the following fee schedule:

**Base Design Phase Fees**

Topographic Survey for Base Design.....	(Lump Sum) \$16,600
Property Tract Sketches for Base Design.....	(Lump Sum) \$ 7,980
Base Design Phase.....	(Lump Sum) \$51,800
Traffic Signal Modification Design Plans.....	(Lump Sum) \$14,000
Bidding Phase.....	(Lump Sum) \$ 5,000
Construction Administration Phase.....	(Hourly with a Budget Estimate) \$12,000
NPDES Permitting.....	(Lump Sum) \$ 4,500
NPDES Permitting Fee.....	\$ 1,385
Traffic Signal Approval/Permitting.....	(Lump Sum) \$ 3,000
BMP Insp/Reports.....	(Estimated 10 Reports/\$400 per) \$ 4,000



Geotechnical Investigation Report (BES – see attached proposal).....	(Lump Sum) \$ 9,600
Hydro Excavation.....	(Hourly Budget Based on 16hrs at \$225/HR) \$ 3,600
Hydro Excavation Field Survey Location.....	(Hourly Budget per rates) \$ 3,580
<u>As-Built Survey for Base Design Phase.....</u>	<u>(Lump Sum) \$ 4,180</u>

**TOTAL ESTIMATED FEE FOR BASE DESIGN PHASE.....\$141,225**

**Alternate Design Phase Fees**

Topographic Survey and Property Tract Sketches for Alternate Design.....	(Lump Sum) \$ 6,840
Property Tract Sketches for Alternate Design.....	(Lump Sum) \$ 2,790
Alternate Design Phase.....	(Lump Sum) \$25,880
<u>As-Built Survey for Alternate Design Phase.....</u>	<u>(Lump Sum) \$ 4,180</u>

**TOTAL ESTIMATED FEE FOR ALTERNATE DESIGN PHASE.....\$39,690**

*Reimbursable expenses such as mileage, printing, shipping, plan/permit application fees, etc. are excluded in the above fees and will be passed along to you at our cost plus a 10%.*

**PROCEDURES FOR CHANGES IN SCOPE OF WORK**

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our sub-consultants without your authorization.

**TERMS AND CONDITIONS**

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

**PROPOSAL LIMITATIONS**

We reserve the right to revise this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience, and we have invested in this pursuit as you have. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal.

**SCHEDULE**

We can begin our services within 10 business days after we have received this fully executed agreement from the owner submittal.

**LABOR RATES**

The attached rates are good for the duration of the contract and/or until all specified work described in the "Scope of Services" has been satisfied.

Old Madison Pike Widening  
City of Madison  
Page 6



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Brett Wiseman, PE  
Senior Project Manager  
Alabama License No. 23333

Enclosures:  
Sain Associates Terms and Conditions (2023)  
Building and Earth Sciences Geotechnical Proposal

**OFFERED:**

SAIN ASSOCIATES, INC.  
BY: Harry M. Wilson, PE  
Alabama License No. 15665

Signature of Authorized Representative

Date: January 30, 2023

**ACCEPTED:**

CITY OF MADISON

BY: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_



# SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

**Rates:**

Principal .....	\$210.00 - \$300.00 per Hour
Engineer/Planner.....	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional .....	\$130.00 - \$150.00 per Hour
Designer .....	\$95.00 - \$140.00 per Hour
Surveyor .....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person) .....	\$110.00 per Hour
Survey Crew (1-Person + Robot) .....	\$165.00 per Hour
Survey Crew (2-Person) .....	\$190.00 per Hour
Survey Crew (3-Person) .....	\$240.00 per Hour
Survey Per Diem .....	\$170.00 per person per Night
Administrative Support.....	\$65.00 - \$98.00 per Hour

**Reimbursable Expenses**

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

**Payment**

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

**Standard of Care**

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**Responsibility of the Client**

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

**Reliance on Information Provided by Others**

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

**Schedules, Budgets and Estimates or Opinions of Cost**

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

**Approvals**

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

**Site Visits/Jobsite Safety/Construction Phase Services**

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.



## SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

### **Right of Entry**

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

### **Certifications**

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

### **Unforeseen Conditions and Occurrences**

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

### **Use of Electronic Media**

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### **Limitation of Remedies**

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

### **Consultant's Choice of Arbitration or Court**

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

### **Indemnification**

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### **Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### **Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.



## SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

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### **Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

### **Third Parties**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

### **Consequential Damages Waiver**

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

### **Conflicting or Inconsistent Terms/Severability**

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023

**BUILDING & EARTH**

Geotechnical, Environmental, and Materials Engineers

2607 Leeman Ferry Road, Suite 5  
Huntsville, AL 35801  
Ph: (256) 713-0056  
[www.BuildingAndEarth.com](http://www.BuildingAndEarth.com)

January 23, 2023

Sain Associates  
5021 Technology Drive NW  
Suite B2  
Huntsville, Alabama 35805

Attn: Mr. Harry Wilson, P.E. ([hwilson@sain.com](mailto:hwilson@sain.com))  
Huntsville Branch Manager

Subject: Proposal to Provide Geotechnical Subsurface Exploration  
And Foundation Report  
Old Madison Pike Widening Between Sunset Blvd and Hughes Rd  
Madison, Alabama  
Building & Earth Proposal No.: HV25007

Dear Mr. Wilson:

Building & Earth Sciences Inc. (Building & Earth) is pleased to submit this proposal to provide Subsurface Exploration and Geotechnical Engineering Evaluation for the subject project in the City of Madison, Alabama. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a fee for our services.

### PROJECT INFORMATION

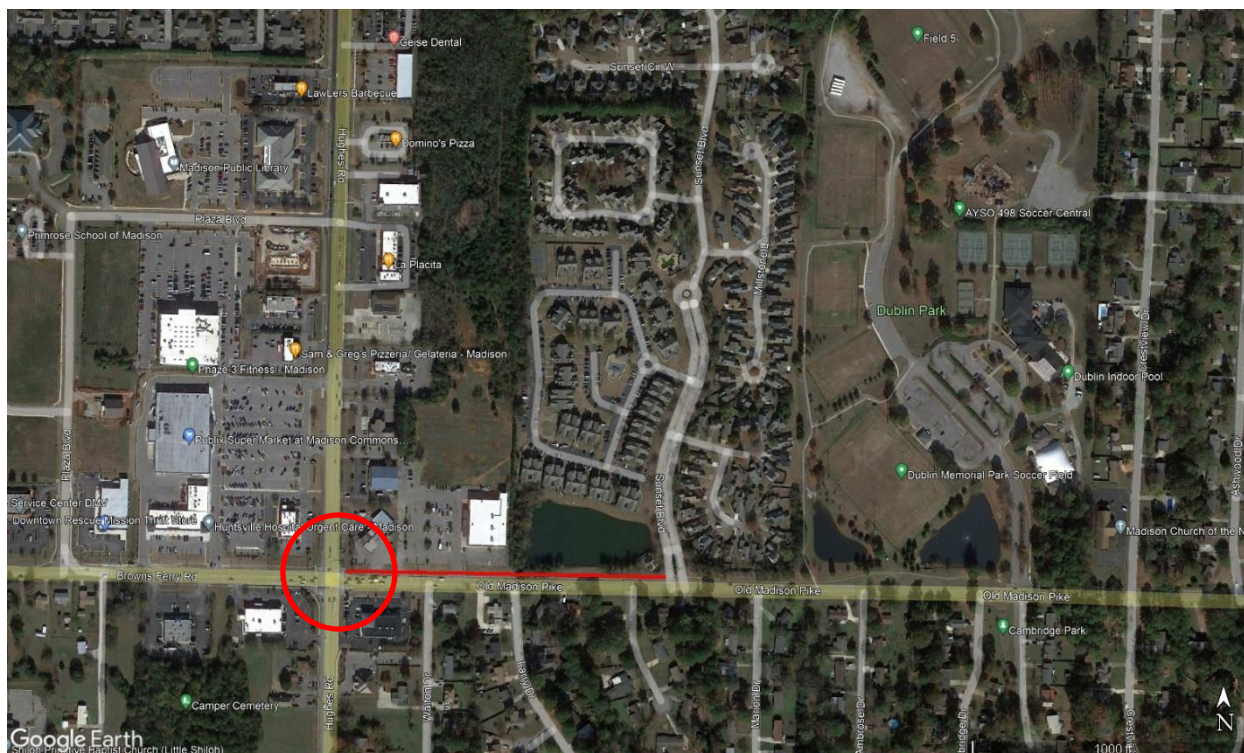
Project information was provided via phone and email by Mr. Harry Wilson with Sain Associates to Mr. Jeff Pepper with Building & Earth. We understand that the project will consist of widening the north side of the westbound lane on Old Madison Pike between Sunset Blvd and Hughes Road in Madison, Alabama. We also understand that the project will include new traffic signalization at the intersection of Old Madison Pike and Hughes Road in Madison, Alabama.

We further understand that this project will not receive Alabama Department of Transportation (ALDOT) funding.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL  
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC  
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK  
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN



Old Madison Pike Widening Between Sunset Blvd and Hughes Rd, Madison, AL  
Proposal No.: HV25007, January 23, 2023



**Figure 1: Google Earth Aerial View of Site**

Site grading information was not available at the time of this proposal. Based on existing site grades, we anticipate cuts and fills will be on the order of 1 foot to 3 feet or less, respectively, depending on final configuration.

**GEOTECHNICAL SCOPE OF SERVICES**

The purpose of the geotechnical exploration will be to explore general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the proposed exploration will be evaluated to determine if any special procedures will be required during the site preparation phase of the project. The work will include soil test borings, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

The work will include the following:

- Five soil test borings. We plan on performing three test borings in the widening area and two test borings at the traffic signals. The widening borings will be drilled to a depth of 10 feet or auger refusal, whichever occurs first, and the traffic signal borings will be drilled to a depth of 30 feet or auger refusal, whichever occurs first.

Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. The borings will be drilled in areas assessable to our track mounted drill rig and free of underground and above ground utilities. We request that the traffic signal pole locations are staked in the field prior to our mobilization.

- Coring the existing pavement structure on Old Madison Pike to determine layer type, thickness, and condition and providing a photographic log of the cores. We plan on drilling two cores through the asphalt and base. For the safety of our coring crew, have budgeted for traffic control during asphalt coring.
- Laboratory analysis consisting of the following:
  - Atterberg Limits/wash No. 200 tests (7)
  - Natural moisture content (32)
- Preparation of a geotechnical report. The report will present our findings, depth of soft soils if encountered, conclusions, and recommendations. Our recommendations including site preparation considerations, undercutting requirements, pavement subgrade preparation considerations, and other soil related design issues. The report will also include anticipated pay items including a new asphaltic concrete buildup for the widening. It appears that the existing pavement is performing satisfactorily, therefore we anticipate the pavement buildup for the widening will be equivalent to the existing pavement buildup.
- Preparation of a separate, brief foundation report for the traffic signal poles. The report will present our findings, local geology, drilling methods used, a soil classification summary, and boring logs with L-Pile parameters.

### **EXCLUDED SERVICES**

The following services are specifically excluded from our proposed work plan:

- Surveying boring locations. We request that Sain provide us with Northing, Easting, and elevations. We will also record GPS coordinates during the field exploration and plot the borings on a Subsurface Profile Sheet.
- Profile and cross section sheets. Since this project is not funded by ALDOT, and due to the relatively small size, we plan to only provide a Boring Location Plan, Boring Profile, and each soil Boring Log.
- Falling Weight Deflectometer (FWD) testing.

Old Madison Pike Widening Between Sunset Blvd and Hughes Rd, Madison, AL  
Proposal No.: HV25007, January 23, 2023

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- Resilient Modulus (Mr) testing.
- Foundation Design.

### FEE

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, we propose a lump sum fee of **\$9,600**.

If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the budget without prior authorization.

After issuance of the FINAL reports, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis.

### SCHEDULE

We anticipate that the field exploration could be started within 10 business days of receiving written authorization to proceed. We anticipate the field work will take approximately 2 days to complete. The laboratory work will take an additional 5 days to complete. The written reports will be available within 15 business days following completion of the field and laboratory work. We will discuss the site conditions with you during the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

### SITE ACCESS AND UTILITIES

Based on aerial imagery of the site, the site appears to be accessible to our drilling equipment. No re-grading or re-vegetation of the site following the completion of our field exploration is included in this proposal. The borings will be backfilled with auger cuttings upon completion of drilling.

We will notify the Alabama 811 service to locate underground utilities at the site. Additionally, we request that the Client provide us with any available information regarding underground utilities. Building & Earth Sciences, Inc. will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

Old Madison Pike Widening Between Sunset Blvd and Hughes Rd, Madison, AL  
Proposal No.: HV25007, January 23, 2023

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**AUTHORIZATION**

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

**CLOSING**

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,  
**BUILDING & EARTH SCIENCES, INC.**



Srdj Boskovic, MSE, P.E.  
Regional Manager



Jeffrey Pepper, P.E.  
Chief Engineer



**INFORMATION SHEET**

**PROJECT NAME/LOCATION:** Old Madison Pike Widening, Madison, AL

**PROPOSAL/PROJECT NO.** HV25007 **DATE:** 01/23/2023

**CLIENT:** Sain Associates

**FOR PAYMENT OF CHARGES:**

Charge invoice to the account of:

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**FOR APPROVAL OF CHARGES:**

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**REPORT DISTRIBUTION:**

**Firm:** \_\_\_\_\_ **Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Attention:** \_\_\_\_\_ **Attention:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SERVICES:** See Consultant's Proposal

**PAYMENT:** See Consultant's Proposal



**PROJECT NAME/LOCATION:** Old Madison Pike Widening

**PROPOSAL/PROJECT NO.** HV25007 **DATE:** 01/23/2023

**CLIENT:** Sain Associates

**ACCEPTANCE OF CONTRACT:**

The Contract consists of the Information Sheet, the Consultant’s Proposal, and the attached General Terms and Conditions (the “Contract”), including all additions, deletions, and modifications as agreed upon in writing by Consultant. The Contract sets forth the entire agreement between the parties pertaining to the services and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the execution of the Contract. The provisions of the Contract may be changed only by a writing executed by Consultant and Client.

THIS CONTRACT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLIENT:

\_\_\_\_\_  
[Company Name]

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



## GENERAL TERMS AND CONDITIONS- Geotechnical Consultation and Exploration Services

### SECTION 1: STANDARD OF CARE

- 1.1** The standard of care for all services performed or furnished by Building & Earth Sciences, Inc ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

### SECTION 2: CONSULTANT'S SERVICES

- 2.1** Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which include subsurface exploration and geotechnical consultation services. The information provided and reports prepared by Consultant are intended for the exclusive use of Client for the Project and the scope of services defined herein,
- 2.2** Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:
- (a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.
- (b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.
- (c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing or by providing accurate and current existing conditions documentation. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the existing conditions documentation furnished to Consultant. The Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless the Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising out of or relating to damage to undisclosed subsurface conditions, utilities or structures, whether owned by Client or third parties.
- (d) Samples. Consultant will retain soil and rock samples subject of its exploration and testing activities for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

(e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection with this Contract are for general geotechnical information purposes only. Further design and engineering services are necessary to establish a basis for design, estimating and construction work. Accordingly, Client shall not rely on these reports to prepare accurate bids or estimates for excavation and related works including but not limited to rock quantities, dewatering, removal of unsuitable materials or excavation support. A more fully developed scope of investigation, analysis, and consultation will be required for further design and engineering and quantity estimation purposes.

(2) Consultant may be separately retained to provide consultation to other design professionals who will utilize or are affected by any report furnished by Consultant in connection with this Contract including review of plans and specifications prepared by such other design professionals. The review of plans and specifications by Consultant is to provide advice with regard to the proper consideration of geotechnical information, issues, findings and recommendations identified in the Consultant's report(s) as other design professionals and contractors interpret and incorporate such information and recommendations in their design services and construction activities.

(3) Client acknowledges that misinterpretation or improper use of Consultant's reports by engineers, contractors or others in preparing design, construction and bid documents and cost and quantity estimates is a frequent cause of construction claims. Client agrees to defend, indemnify and hold harmless Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

**2.3** Schedule of Performance. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

**2.4** Changes. If Client requests changes in the scope of Consultant's services, the schedule of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

### **SECTION 3: CLIENT RESPONSIBILITIES AND INFORMATION**

**3.1** Designated Client Representative. The Client shall identify a Designated Representative who shall be authorized to act on the Client's behalf with respect to the Project. The Client's Designated Representative shall render Project related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall not be liable for any error or omission made by the Client, or Designated Client Representative or and consultant or contractor retained by Client.

**3.2** Client Provided Services and Information. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client or its Designated Client Representative or other consultants or contractors retained by Client. Consultant shall provide prompt written notice to the Client if Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

### **SECTION 4: OWNERSHIP OF DOCUMENTS**

**4.1** All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

**4.2** Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.



- 4.3 Consultant hereby grants to Client a exclusive license to use the Instruments of Service furnished by Consultant only for the purpose of further investigation and design of the Project, subject to the limitations stated in Section 2 above, for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").
- 4.4 Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless Consultant and any of its employees and sub-consultants from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

**SECTION 5: PAYMENT TERMS**

- 5.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.
- 5.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interested permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, Client shall pay Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and schedule of performance shall be equitably adjusted.
- 5.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.
- 5.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

**SECTION 6: INSURANCE & LIMITATION OF LIABILITY**

- 6.1 Consultant shall procure and maintain the following insurance coverage:
 

(a) Worker's Compensation Insurance	statutory limit
(b) Employer's Liability	\$1,000,000
(c) Comprehensive General Liability Insurance	
General Aggregate	\$2,000,000
Bodily injury & property damage	\$1,000,000 per occurrence
(d) Automobile Liability Insurance	\$1,000,000 per occurrence
- 6.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of Consultant to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$1,000,000.00.
- 6.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

## SECTION 7: RIGHT OF ENTRY

- 7.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Consultant shall not be responsible whatsoever for any such damage or for the correction of any damage.

## SECTION 8: SAMPLING OR TEST LOCATION

- 8.1 Unless otherwise specified in writing, Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

## SECTION 9: HAZARDOUS SUBSTANCES

- 9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.
- 9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.
- 9.3 If any Hazardous Substance is discovered at the Project site, Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Consultant and its sub-consultants (if any) from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to the presence or discovery of any Hazardous Substance on the Project site.

## SECTION 10: DISPUTES

- 10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:
- (a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between appropriate representatives of each party authorized to bind each party.
- (b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Birmingham, Alabama. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- (c) Binding Dispute Resolution. If the parties do not resolve a dispute through mediation the parties shall proceed to binding dispute resolution either through litigation in a court of competent jurisdiction in Birmingham, Alabama or by arbitration, as agreed to by the parties at the time of the unresolved dispute.

(i.) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. If the parties elect to pursue binding dispute resolution through arbitration, the controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Birmingham, Alabama. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof.

(ii) In the determination by the court of competent jurisdiction or arbitrator(s), the prevailing party shall be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

**SECTION 11: THIRD PARTY CLAIMS**

**11.1** To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client from and against damages, losses and judgments arising from claims by third parties (including reasonable attorneys' fees, expenses and dispute resolution costs) but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Contract. The Consultant has no obligation to pay for any amount (exclusive of defense cost) that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.

**SECTION 12: TERMINATION**

**12.1** This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice.

**12.2** In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract. Client shall be responsible for the expenses of such termination or suspension.

**12.3** Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

**SECTION 13: ASSIGNS**

**13.1** Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

**SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES**

**14.1** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain or are inconsistent with the scope of Consultant's services on the Project. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

**SECTION 15: NON-SOLICITATION AGREEMENT**

**15.1** It is agreed that the Client, shall not solicit for hire or induce any person who is an employee, independent contractor, subcontractor or agent of Consultant to terminate their employment or relationship with Consultant, in order to become an employee, come under the direction of the Client to independently perform services for the Client, during the term of this Agreement and twelve (12) months after its termination without the express written consent of Consultant. If the Client breaches this agreement and employs the above, or causes the termination of employment with Consultant, the Client will immediately pay Consultant an amount equal to two (2) years of revenue typically generated by that employee to compensate for the loss of revenue and training.

**SECTION 16: MISCELLANEOUS**

- 16.1** Governing Law. This Contract shall be governed by the law of the state in which the Project is located.
- 16.2** Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.
- 16.3** Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- 16.4** This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.
- 16.5** Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.
- 16.6** Expiration. This proposal is valid for a period of 90 days from the date of the proposal. After 90 days, Consultant will consider extending the offer if requested to do so by Client.

**RESOLUTION NO. 2023-087-R**

**A RESOLUTION AUTHORIZING SUBSCRIPTION RENEWAL  
AGREEMENT WITH NEARMAP US, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Nearmap US, Inc. to renew a subscription for aerial photographs and vector files for the GIS system, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Renewal 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 Agreements, the Mayor or his designee shall be hereby authorized for the entire term of the Agreements 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 conditions precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Nearmap US, Inc. in the amount and manner authorized by the proposed renewal quote once 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 27<sup>th</sup> day of February 2023.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

# RENEWAL QUOTE

**Nearmap US, Inc.**  
 10897 South River Front Parkway, Suite 150  
 South Jordan, UT 84095 USA  
**Phone:** +1 (801) 609 7250

<b>Customer Name</b>	City of Madison, AL	<b>Quote Number</b>	Q086439
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	03/31/2023
<b>Subscription Term</b>	12 Month	<b>Account Rep</b>	Jake Tully jake.tully@nearmap.com
<b>Subscription Start Date</b>	03/30/2023	<b>Payment Term</b>	Net 30
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	City of Madison, AL Keith Conville 100 Hughes Road Lower Level, Madison, Alabama, 35758 (256) 772-5629 keith.conville@madisonal.gov	<b>Ship To</b>	City of Madison, AL Keith Conville 100 Hughes Road Lower Level, Madison, Alabama, 35758 (256) 772-5629 keith.conville@madisonal.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap AI	21227 Parcels / Year	Nationwide	NA
AI Pack: Building Characteristics	NA	Nationwide	NA
AI Pack: Building Footprints	NA	Nationwide	NA
AI Offline Vector	1 Credits/Year	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
<b>Subtotal</b>			\$8,200.00
<b>Estimated Tax</b>			\$0.00
<b>Total</b>			<b>USD \$8,200.00</b>

**ACCEPTANCE OF Q086439 will constitute an Agreement with Nearmap**

By selecting “**Yes**” or **signing below**, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date:

Full Name: **Paul Finley**

Position: **Mayor**

PO Number (if required):

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)

Schedule 1

**Additional Terms and Conditions**





PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

## PRODUCTS AGREEMENT

### Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section B.1717 of the Agreement.

### 1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products only for the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "**Renewal Term**").
- 1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.
2. **RESTRICTIONS ON RIGHT TO USE PRODUCTS**
- 2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).
- 2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.
- 2.4 **No machine learning** The Licensee must not conduct machine learning work

in connection with this Agreement on any Products, which includes but is not limited to running any:

- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.5 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes, or for mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.6 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
- (b) upload content or other information (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.
3. **THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES**
- 3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that user's access;
- (b) immediately cease the Licensee's access to the Product;
- (c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
- (d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- allocate such resources as may be necessary to remedy the Fault; and
  - otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its usual record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
  - recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
  - terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
- 4. FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in this Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of this Agreement, and Nearmap elects to terminate this Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.
- 5. THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
  - the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
  - the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
  - the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
    - License;
    - Products; and
    - Website.
- 6. TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
  - the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
  - the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in this Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate this Agreement.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- the License immediately terminates and the Products will no longer be available to the Licensee;
  - the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
  - subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of this Agreement, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
- 7. INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, APIs, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in this Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for the Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
- 8. THIRD PARTY PROVIDERS**
- 8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap have set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.
- Google** – [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) in connection with the use of Google Street Maps;
  - NASA/NCAS** – <https://www.nearmap.com/au/en/legal/copyright> in connection with viewing satellite imagery on the Website; and
  - Precisely** – <https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement> in connection with viewing property datasets on the Website and/or through an API.
- 9. WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, THIRD PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS

- FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIS MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR APIS, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, THE WEBSITE OR THE APIS, EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider except to the extent it was caused or contributed by the acts, defaults or omissions of Nearmap.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:
- the Licensee's actual or alleged breach of any provisions of this Agreement;
  - the Licensee's use of the Product for any purpose; and
  - the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
- 10. COPYRIGHT COMPLAINTS**
- 10.1 If any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- promptly notify Nearmap of any such Infringement Claim;
  - not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
  - permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
  - provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- that arises from any:
    - use of the Product in violation of this Agreement;
    - modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
  - third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
- (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
- 11. PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.
- 12. FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
  - that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
  - the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
  - Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
  - take all reasonable steps to overcome the effects of the Force Majeure Event; and
  - resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- 13. CONFIDENTIALITY**
- 13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement ("**Discloser**") to the other party ("**Recipient**") and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.
- 13.2 The confidentiality obligations do not apply to the Recipient if:
  - the Discloser has first agreed in writing to the particular disclosure, use, or copying;
  - the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
  - the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
  - the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.
- 13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):
  - cease all use of the materials and Confidential Information;
  - destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
  - destroy all of its notes, memoranda and records (in whatever form) containing, referring to or based on the Confidential Information;
  - ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and
  - provide to the Discloser a written certificate confirming compliance with the requirements under this section.
- 14. NOTICES**
- 14.1 All notices and consents will be in writing and will be considered delivered and

- effective upon receipt (or when delivery is refused) when:
- (a) personally delivered;
  - (b) sent by registered or certified mail (postage prepaid, return receipt requested);
  - (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or
  - (d) sent by email with confirmation of transmission.
- 14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.
15. **TECHNOLOGY EXPORT**
- The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.
16. **MISCELLANEOUS TERMS**
- 16.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.
- 16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 16.3 **Precedence of Documents** This Agreement is comprised of:
- (a) the Additional Terms and Conditions under Schedule 1;
  - (b) the Quote and attached Schedules;
  - (c) any Product-Specific Terms; and
  - (d) this products agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.
- 16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.10 **Entire Agreement** This Agreement:
- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
  - (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 16.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.
- 16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).
17. **DEFINITIONS**

In this Agreement:

**Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.

**Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

**Allowance** means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

**API** means application programming interface.

**Authorized User** means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product through the Website or API.

**Business Days** means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.

**Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

**Commencement Date** means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

**Commercial Purpose** means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

**Confidential Information** means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of a party or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise.

**Content** means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

**Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

**Derivative Work** means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

**Discloser** has the meaning given in section 13.1.

**Fair Use Policy** means the policy as attached to the Quote.

**Fault** means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

**Fees** means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

**Force Majeure Event** has the meaning given in section 12.1.

**Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

**Infringement Claim** has the same meaning given in section 10.1.

**Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

**License** means the license granted in section 1.1.

**Licensee** means the person or entity specified in the "Customer Name" section of the Quote.

**Nearmap** means Nearmap US, Inc.

**Non-Government Products** means all Products specified in the Quote that do not fall under the definition of Government Products.

**Operational Hours** means 9am to 5pm MT.

**Periodic Allowance** or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Periodic Allowance Section** means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

**Permitted Purpose** means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Products in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

**Products** means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

**Product-Specific Terms** means additional terms and conditions that apply to certain Products, currently located [here](#).

**Quote** the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

**Recipient** has the meaning given in section 13.1.

**Renewal Term** has the meaning given in section 1.3.

**Schedule** means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

**Subscription Period** means the period stated in the "Subscription Period" column of the Quote.

**Subscription Start Date** means the date specified in the "Subscription Start Date" section of the Quote.

**Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

**Third Party Providers** means third party providers of products and services to Nearmap.

**Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**URL** means a Uniform Resource Locator.

**Website** means all pages and sub-sites available within the nearmap.com domain.

## FAIR USE POLICY

### General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You** or **Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

### Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

### Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

### Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

**ORDINANCE NO. 2023-042**

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRIANAGE EASEMENT  
LOCATED WITHIN PRIDE SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of W.L. Halsey Grocery Company, Inc., requesting the vacation of utility and drainage easement located within Lot 1 of Pride Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF MADISON

COMMENCE AT A FOUND MAG NAIL LYING N 1°00'33"E, 25.00 FEET AND N89°32'45"W, 150.00 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF THE NE 1/4 OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE N 89°28'34" W, 739.34' TO A FOUND CONCRETE MONUMENT; THENCE N 15°43'20" E, 10.36 FEET TO THE POINT OF BEGINNING; THENCE N 15°43'20" E, 675.39 FEET TO A POINT; THENCE S 89°30'47" E, 10.36 FEET TO A POINT; THENCE S 15°43'20" W, 675.40 FEET TO A POINT; THENCE N 89°28'34" W, 10.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.155 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 easements in favor of the **W.L Halsey Grocery Company, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2023.

---

***Paul Finley, Mayor***  
**City of Madison, Alabama**



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

<b>STATE OF ALABAMA</b>	<b>§</b>	<b>QUITCLAIM DEED</b>
	<b>§</b>	<b>(VACATION OF EASEMENT)</b>
<b>COUNTY OF MADISON</b>	<b>§</b>	<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 & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **W.L. Halsey Grocery Company, LLC**, (hereinafter referred to as "Grantee") any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA  
 COUNTY OF MADISON

COMMENCE AT A FOUND MAG NAIL LYING N 1°00'33"E, 25.00 FEET AND N89°32'45"W, 150.00 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF THE NE 1/4 OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE N 89°28'34" W, 739.34' TO A FOUND CONCRETE MONUMENT; THENCE N 15°43'20" E, 10.36 FEET TO THE POINT OF BEGINNING; THENCE N 15°43'20" E, 675.39 FEET TO A POINT; THENCE S 89°30'47" E, 10.36 FEET TO A POINT; THENCE S 15°43'20" W, 675.40 FEET TO A POINT; THENCE N 89°28'34" W, 10.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.155 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 February, 2023.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

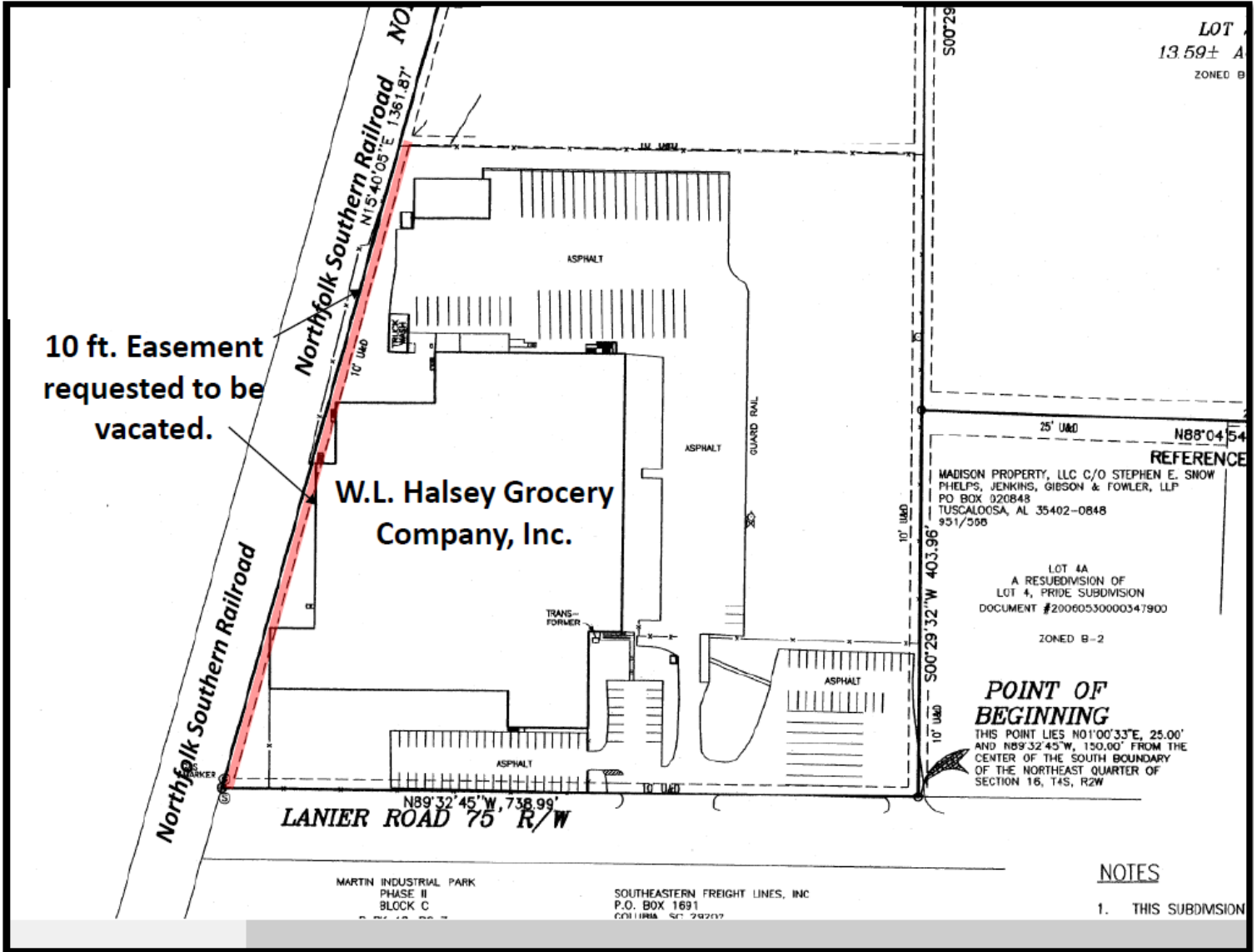
\_\_\_\_\_  
Lisa Thomas  
City Clerk-Treasurer

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

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

Given under my hand this the \_\_\_\_\_ day of February 2023.

\_\_\_\_\_  
Notary Public



**ORDINANCE NO. 2023-079**

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRIANAGE EASEMENT  
LOCATED WITHIN WILLOW CREEK SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Elizabeth Richardson, requesting the vacation of utility and drainage easement located within Lot 83 of Part 2 of Phase 3 of Willow Creek Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF MADISON

ALL THAT PART OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA;

COMMENCING AT THE NORTHWEST CORNER OF LOT 82 OF WILLOW CREEK, PHASE 3, PART 2 SUBDIVISION AS RECORDED IN PLAT BOOK 2019, PAGE 27666 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT 82, N 89°17'10" E, 130.76 FEET TO A POINT; THENCE, LEAVING THE NORTH BOUNDARY OF SAID LOT 82, N 00°43'33" W, 25.64 FEET TO A POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N 00°43'33" W, 66.80 FEET TO A POINT; THENCE, N 89°11'04" E, 32.25 FEET TO A POINT; THENCE, S 00°48'56" E, 66.80 FEET TO A POINT; THENCE S 89°11'04" W, 32.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 2158 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 easements in favor of **Elizabeth Richardson**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of March 2023.

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

*Ordinance 2023-079  
Vacation of Easement – Elizabeth Richardson  
Page 1 of 2*

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of March 2023.

---

*Paul Finley, Mayor*  
**City of Madison, Alabama**

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

<b>STATE OF ALABAMA</b>	<b>§</b>	<b>QUITCLAIM DEED</b>
	<b>§</b>	<b>(VACATION OF EASEMENT)</b>
<b>COUNTY OF MADISON</b>	<b>§</b>	<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 & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Elizabeth Richardson**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA  
 COUNTY OF MADISON

ALL THAT PART OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA;

COMMENCING AT THE NORTHWEST CORNER OF LOT 82 OF WILLOW CREEK, PHASE 3, PART 2 SUBDIVISION AS RECORDED IN PLAT BOOK 2019, PAGE 27666 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT 82, N 89°17’10” E, 130.76 FEET TO A POINT; THENCE, LEAVING THE NORTH BOUNDARY OF SAID LOT 82, N 00°43’33” W, 25.64 FEET TO A POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N 00°43’33” W, 66.80 FEET TO A POINT; THENCE, N 89°11’04” E, 32.25 FEET TO A POINT; THENCE, S 00°48’56” E, 66.80 FEET TO A POINT; THENCE S 89°11’04” W, 32.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 2158 SQUARE FEET, MORE OR LESS.

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of March, 2023.

City of Madison, Alabama,  
 a municipal corporation

Attest:

By: \_\_\_\_\_  
 Paul Finley, Mayor  
 City of Madison, Alabama

\_\_\_\_\_  
 Lisa Thomas  
 City Clerk-Treasurer

**STATE OF ALABAMA**

§

§

**COUNTY OF MADISON**

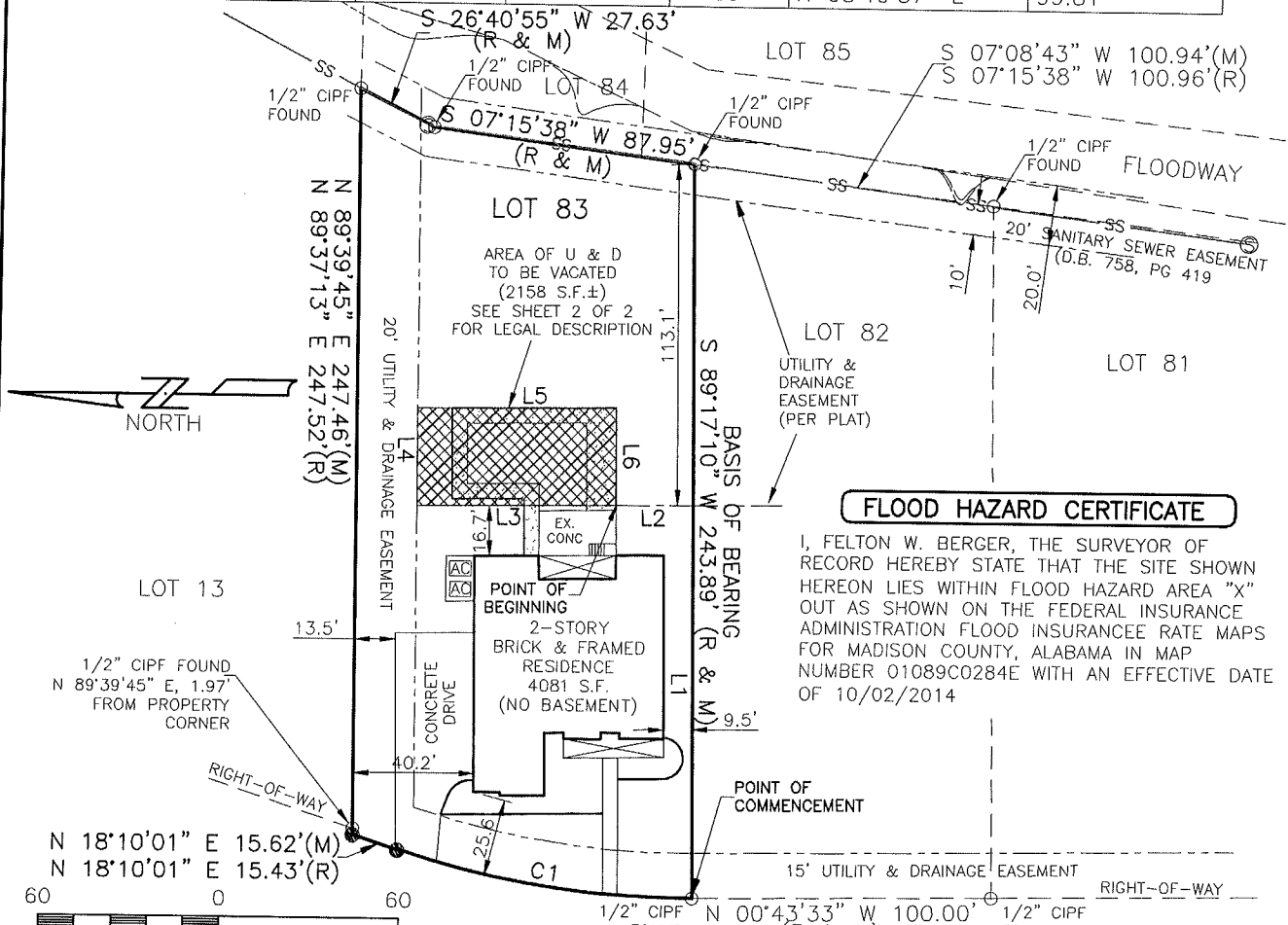
§

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

Given under my hand this the \_\_\_\_\_ day of March 2023.

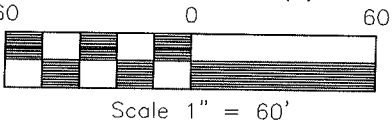
\_\_\_\_\_  
Notary Public

NUMBER	RADIUS	DELTA	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	304.00	18°53'52"	100.27	50.59	N 08°40'57" E	99.81



**FLOOD HAZARD CERTIFICATE**

I, FELTON W. BERGER, THE SURVEYOR OF RECORD HEREBY STATE THAT THE SITE SHOWN HEREON LIES WITHIN FLOOD HAZARD AREA "X" OUT AS SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS FOR MADISON COUNTY, ALABAMA IN MAP NUMBER 01089C0284E WITH AN EFFECTIVE DATE OF 10/02/2014



**COACH LAMP DRIVE**  
46' WIDE PUBLIC ROW

I, FELTON W. BERGER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE TO RICHARDSON, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF LOT 83, BLOCK NA, ACCORDING TO THE MAP OR SURVEY OF WILLOW CREEK, PHASE 3, PART 2 AS RECORDED IN PLAT BOOK 2019, PAGE 27666, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA; THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS OR ADJOINING PROPERTY; THAT THERE ARE NO RIGHTS OF WAY, EASEMENTS OR JOINT DRIVEWAYS OVER ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES, (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREFOR, INCLUDING POLES, ANCHORS AND GUY WIRES, ON OR OVER SAID PREMISES EXCEPT AS SHOWN. THAT SAID LOT LIES INSIDE THE CORPORATE LIMITS OF CITY OF MADISON. THAT THE ADDRESS, AS BASED ON RELIABLE INFORMATION AND SOURCES AVAILABLE TO THE UNDERSIGNED IS 219 COACH LAMP DRIVE, MADISON, AL 35758 ACCORDING TO THIS SURVEY, UNDER MY DIRECT SUPERVISION, THIS THE 2ND DAY OF FEBRUARY, 2023.

*[Signature]*  
FELTON W. BERGER,  
AL PLS #26011

**Legend**

- PROPERTY CORNER, FOUND
- PROPERTY CORNER, SET
- — — — — PROPERTY LINE
- x — x — FENCE (CHAIN-LINK)
- (R & M) RECORD & MEASURED
- [Hatched Box] NEW CONCRETE



DRAWN BY	APPROVED BY
FWB	FWB
SCALE	1" = 60'
DATE	02/02/2023
JOB NUMBER	2021-006 AL

**SITEPLAN OF**  
**219 COACH LAMP DRIVE**  
**MADISON, AL 35758**  
**PARCEL NO. 16-63-08-0-002-021.007**  
**WILLOW CREEK, PH 3, PART 2**  
**FB 2019-0027666**  
**SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST**



**FELTON W. BERGER, PLS EI**  
**PROFESSIONAL LAND SURVEYOR**  
**CIVIL DESIGNER**  
201 QUALITY CIRCLE NW, UNIT 518  
HUNTSVILLE, ALABAMA 35806  
(919) 353-3307  
fbergerllc@icloud.com



**RESOLUTION NO. 2023-081-R**

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH  
THE VILLAGE AT OAKLAND SPRINGS NEIGHBORHOOD  
ASSOCIATION, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with The Village at Oakland Springs Neighborhood Association, Inc., for the use of the City’s existing right of way commonly known as Oakland Springs Drive, to wit; to erect a monument sign within said right of way, said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive 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 Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA )  
COUNTY OF LIMESTONE )

**PERMISSIVE USE AGREEMENT**

This Permissive Use Agreement (“**Agreement**”) made and entered into on this the 28th day of February, 2023, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (the “**Owner**”), and **THE VILLAGE AT OAKLAND SPRINGS NEIGHBORHOOD ASSOCIATION, INC.**, an Alabama corporation (the “**HOA**”). The Owner and HOA also referred to herein individually and or collectively as the (“**Party**” or “**Parties**”).

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of an existing dedicated eighty (80) feet right-of-way commonly known as Oakland Springs Drive (the “**ROW**”) within The Village at Oakland Springs subdivision (the “**Subdivision**”), located in Limestone County, Alabama, as recorded in Plat Book “**J**”, Page 43, in the Office of the Judge of Probate of Limestone County, Alabama, a copy of which is attached hereto in **Exhibit “A”**; and

**WHEREAS**, the HOA is desiring to erect an architecturally designed monument entrance sign with an overhead connecting arch, per sign plans attached hereto in **Exhibit “B”** (the “**Sign**”) on the Owner’s ROW as an entrance Sign into the Subdivision; and

**WHEREAS**, the Owner is responsible for operating and maintaining said dedicated ROW into and throughout the Subdivision; including specifically that certain portion of the ROW, and the air space thereof the HOA desires to install the Sign on (the “**Tract**”) as depicted and set forth in the Sign plans attached hereto in **Exhibit “C”**; and

**WHEREAS**, the Sign HOA is desiring to construct and install unto the Tract will extend into and encroach upon the Owner’s ROW in the approximate locations as identified on the Tract site in attached **Exhibit “C”**; and

**WHEREAS**, the Sign could be impacted by excavation of the ROW, or the Tract therein in connection with the Owner’s permitted uses; and

**WHEREAS**, the Owner’s Planning Commission has approved a master sign plan for The Village at Oakland Springs (the “**Master Sign Plan**”), which provides for a gateway sign as depicted in Exhibit B that would encroach into Owner’s ROW and or easements subject to Owner’s approval.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and other valuable consideration given by and between the Parties hereto, the receipt of which is acknowledged, the Parties do hereby agree as follows:

1. HOA agrees, affirms, and acknowledges as follows:
  - a. That the proposed Sign will encroach on the ROW and the air space thereof located on the Tract and infringe upon the Owner's unfettered access to the ROW for the purposes for which it was reserved.
  - b. That Owner's acquiescence of HOA's Sign encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the Owner's right to the free and unfettered use and maintenance of the ROW for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.
  - c. That HOA's proposed encroachment and infringement is to be permitted under this Agreement subject to the limitations and express understandings stated in the Subdivision Master Sign Plan, subject to the notice provisions provided in this Agreement.
  - d. If the Owner or Owner-authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility or sewer lines located in the Tract or any portion of the ROW adjacent to the Tract, the Owner will provide thirty (30) days' prior written notice to HOA of its need to excavate or otherwise access the ROW and or the Tract. After providing written notice consistent with this paragraph, the Owner may remove or cause to be removed, at HOA's sole cost and expense, the surrounding vegetation, landscaping, pavers, collectively ("the Landscaping") which encroach upon the Tract in the ROW to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the Tract and or ROW. After the Owner or Franchisees complete any such maintenance, repair, or replacement within the ROW or Tract, the HOA may restore and reconstruct the Tract as affected in accordance with this Agreement and Owner's building and sign permit requirements. Notwithstanding the foregoing, in the event of an emergency, the Owner or its Franchisees may immediately access the ROW or Tract or easements adjacent thereto, if any, and remove or cause to be removed the Landscaping in the Tract, which encroaches upon the ROW, as reasonably necessary to address the emergency, without giving notice, provided that the Owner shall give such notice to HOA as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the Owner.
  - e. Subject to the terms of Section 1(f) below, the Owner shall have no obligation to repair or replace any Sign, or related Landscaping, so removed or disturbed or to restore the surface of the Tract within the ROW to the condition that existed prior to removal of the Landscaping. To the extent reasonably possible given the circumstances related to any maintenance, repair or replacement, the Owner will endeavor to minimize interference with the use of the Sign on the Tract while exercising its rights to use of the ROW and the rights included in this Agreement.

- f. That HOA agrees herein to indemnify and hold the Owner harmless from any expense of any kind associated with the permissive use of the ROW and the Tract therein, or any removal of the Landscaping, other than damage caused by willful misconduct or gross negligence of the Owner. Specifically, HOA will hold the Owner harmless from any expense of any kind associated with utility work that Franchisees undertake without providing notice to HOA, however, the HOA shall have a right herein to reserve and pursue any claims for damages caused by the Franchisee's willful or negligent conduct including but not limited to violating the Notice requirements in this Agreement, if the same results in damages to the HOA.
  - g. That no additional improvement or encroachment beyond the proposed Sign referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the Owner.
  - h. HOA acknowledges that this Agreement extends only to use of the ROW and the Tract therein by the Owner and that no agreement, representation, or warranty of any kind is made by the Owner whatsoever regarding any use of the Tract within the ROW by persons or entities other than the Owner.
  - i. The HOA, at its sole cost, shall at all times maintaining insurance coverage on the Sign and shall further be responsible for all upkeep and maintenance of the Sign per Owner's Sign Ordinances.
- 2. Subject to the conditions stated hereinabove, the Owner grants its limited perpetual permission for HOA to construct, operate, and maintain the proposed Sign and Landscaping within the Tract in the ROW or as it may encroach unto the ROW.
  - 3. The provisions of this Agreement shall be covenants running with the land and shall be binding on the Parties successors and assigns.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date and year first above written.

**OWNER:**

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

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 an act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[Signature page to Permissive Use Agreement]

**HOA:**

**THE VILLAGE AT OAKLAND SPRINGS  
NEIGHBORHOOD ASSOCIATION, INC.,**  
an Alabama corporation

\_\_\_\_\_  
By: David J. Slyman, Jr.  
Its: President

Date: \_\_\_\_\_

**STATE OF ALABAMA                    )**  
**COUNTY OF MADISON                )**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David J. Slyman, Jr., whose name as President of The Village at Oakland Springs Neighborhood Association, Inc., an Alabama corporation is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as the President of such company.

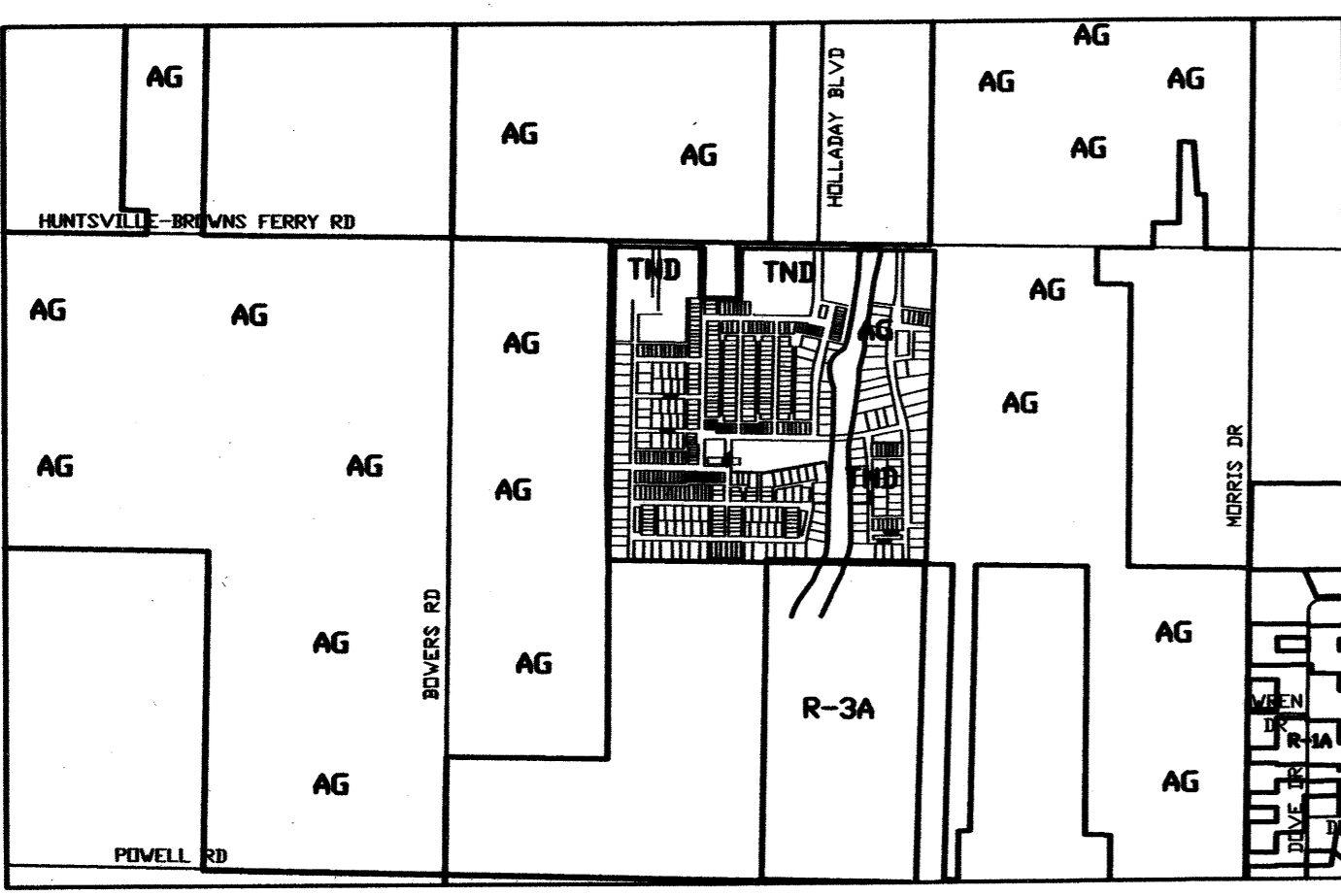
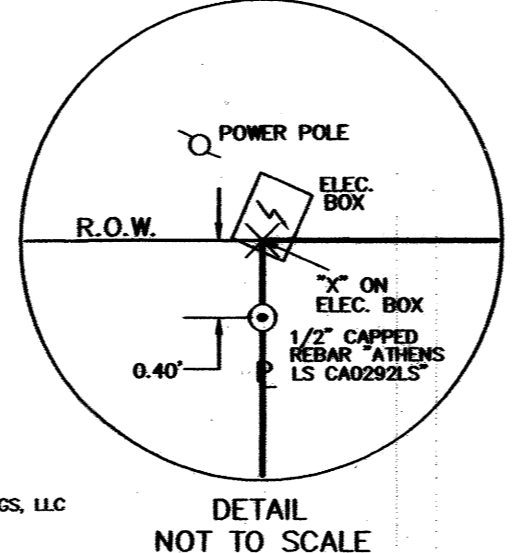
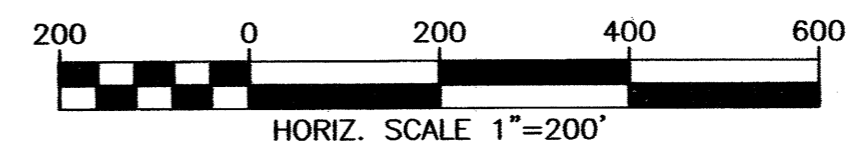
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**The Plat of The Village at Oakland Springs**

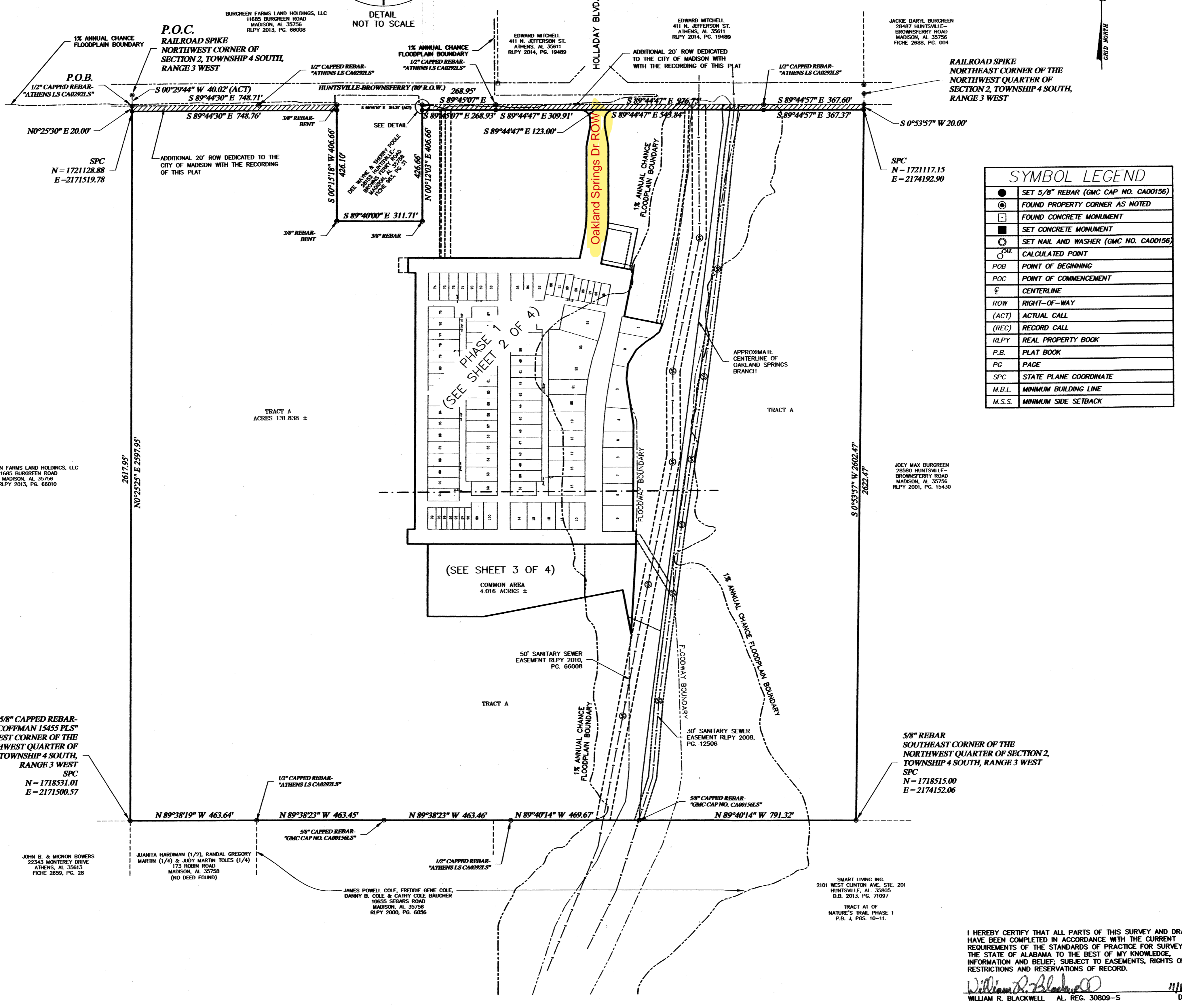
# EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

GENERAL NOTES

- THIS SUBDIVISION CONTAINS 157.106 ACRES, MORE OR LESS, IN 100 LOTS, 1 TRACT AND 1 COMMON AREA.
- THE SMALLEST LOTS ARE LOTS 93, 94 & 97 AND CONTAIN 1600 SQ. FT.
- ALL DRAINAGE DITCHES AND SWALES ARE TO BE CENTERED ON PROPERTY LINES UNLESS OTHERWISE SHOWN.
- ALL UTILITIES SHALL BE UNDERGROUND.
- SIDEWALK RAMP SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) SPECIFICATIONS WITH DETECTABLE WARNING PAVEMENT INLAYS.
- INDIVIDUAL HOME BUILDERS ARE TO CONSTRUCT REQUIRED SIDEWALKS ADJACENT TO THEIR BUILDING SITE AS A CONDITION PRECEDENT TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- A 5/8" CAPPED REBAR WILL BE SET AT EACH LOT CORNER UNLESS SHOWN OR STATED OTHERWISE. ALL REFERENCE CORNERS WERE SET AT 5' OFFSETS TO THE ACTUAL CORNER LOCATIONS.
- OWNERS / DEVELOPERS: PLACEMAKERS OAKLAND SPRINGS, LLC  
7 TOWN CENTER DRIVE, SUITE 102  
HUNTSVILLE, AL 35806  
(256) 704-3333  
DEED BOOK 2014, PAGE 51477
- ENGINEER/SURVEYOR: GOODWYN, MILLS AND CAWOOD, INC.  
7 TOWN CENTER DRIVE, SUITE 201  
HUNTSVILLE, AL 35806  
(256) 539-3431
- THIS PROPERTY LIES WITHIN ZONES AE AND X (UNSHADED), ACCORDING TO FEDERAL INSURANCE ADMINISTRATION'S FLOOD INSURANCE RATE MAP FOR MADISON COUNTY, ALABAMA AND INCORPORATED AREAS, MAP NUMBER 01089C0277, EFFECTIVE DATE OCT. 2, 2014.
- THIS SUBDIVISION CONTAINS 5219.41 L.F. OF PROPOSED STREET (284792 SQ. FT. R.O.W.) AND 2804.58 L.F. OF PROPOSED ALLEYS (71682 SQ. FT. R.O.W.).
- THIS SUBDIVISION IS ZONED TND.
- ALL LOTS SHALL BE GRADED SO THAT RUN-OFF WILL BE DIRECTED TO THE STREET OR TO DRAINAGEWAYS IN A DEDICATED EASEMENT.
- A MINIMUM 15' WIDE CONCRETE SIDEWALK IS REQUIRED ALONG BOTH SIDES OF ALL STREETS IN THIS DEVELOPMENT UNLESS SPECIFIED ON THE SITE PLAN.
- COMMON AREAS TO BE MAINTAINED BY THE OWNER OF RECORD.
- THERE WILL BE A 15' WIDE UTILITY AND DRAINAGE EASEMENT ALONG THE INSIDE SUBDIVISION PERIPHERY.
- MINIMUM LOT SIZE SHALL BE 18 X 80 (TOWNHOUSE LOTS).
- EACH ALLEY LOADED LOT WILL BE ADDRESSED (HOUSE NUMBER) BASED ON THE "FRONT" STREET. HOWEVER, THE ADDRESS (HOUSE NUMBER) SHALL BE VISIBLE ON BOTH THE STREET SIDE AND ALLEY SIDE OF THE LOT.
- PROJECTION/DATUM: HORIZONTAL DATUM: NAD83, STATE PLANE COORDINATES AL WEST ZONE - OPUS SOLUTION.
- 2 FOOT MINIMUM ALLEY SETBACKS APPLY FOR ALL LOTS THAT HAVE REAR ALLEYS.
- AS SEEN ON SHEETS 2 AND 3, ON THE ENLARGEMENT FOR THE UTILITY BOX EASEMENT, ALL EASEMENT LINES ARE PARALLEL TO THEIR RESPECTIVE LOT LINES AND/OR RIGHT-OF-WAY LINES.
- MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) SHALL BE ESTABLISHED FOR ALL LOTS. THE MFFE SHALL MEET CURRENT BUILDING CODE AND ENGINEERING DEPARTMENT REQUIREMENTS FOR STORM WATER DRAINAGE. ANY LOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA SHALL MEET CITY OF MADISON FLOOD ORDINANCE REQUIREMENTS FOR STRUCTURES.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON PAGE 2 OF 4 FOR LOTS 1-12 AND 15-24 WERE PROVIDED TO GMC BY THE CITY OF MADISON ENGINEER.
- EACH LOT REFLECTED ON THIS PLAT IS BOTH BENEFITTED AND BURDENED BY A "SIDE YARD LANDSCAPING EASEMENT AREA", AS SUCH DEFINED IN THE VILLAGE AT OAKLAND SPRINGS, A TRADITIONAL VILLAGE, DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED 12-5-2016 AND RECORDED COLLECTIVELY HEREWITH IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AS AMENDED FROM TIME TO TIME (AS SO AMENDED), COLLECTIVELY THE "DECLARATION", WHICH CREATES A PERPETUAL LAND USE AREA EASEMENT ALONG THE SIDE LOT LINE OF THE EAST OR SOUTH PROPERTY LINE OF EACH LOT ALLOWING THE ADJOINING OWNER USE OF THE NEIGHBORING YARD UP TO THE NEIGHBORING HOUSE, AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION.
- THIS SUBDIVISION WILL NOT BE ACCEPTED INTO THE CITY OF MADISON'S MAINTENANCE PROGRAM UNTIL AN AS-BUILT SURVEY CONSISTENT WITH SECTION 4-6-6 OF THE MADISON SUBDIVISION REGULATIONS IS SUBMITTED TO THE CITY OF MADISON.



SYMBOL LEGEND	
●	SET 5/8" REBAR (GMC CAP NO. CA00156)
○	FOUND PROPERTY CORNER AS NOTED
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT
○	SET NAIL AND WASHER (GMC NO. CA00156)
○	CALCULATED POINT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
⊕	CENTERLINE
—	RIGHT-OF-WAY
(ACT)	ACTUAL CALL
(REC)	RECORD CALL
R.P.Y.	REAL PROPERTY BOOK
P.B.	PLAT BOOK
P.C.	PAGE
SPC	STATE PLANE COORDINATE
M.B.L.	MINIMUM BUILDING LINE
M.S.S.	MINIMUM SIDE SETBACK

ISSUE DATE

THE VILLAGE AT OAKLAND SPRINGS  
PHASE 1  
FOR: PLACEMAKERS OAKLAND  
SPRINGS, LLC  
SEC. 2, T-4-S, R-3-W,  
LIMESTONE COUNTY, ALABAMA  
GMC JOB# CHUN140019



I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.  
*William R. Blackwell* 11/16/2016  
WILLIAM R. BLACKWELL AL REG. 30809-S DATE

\*CERTIFICATION OF SURVEY NOT VALID UNLESS SIGNED AND DATED IN RED INK.

Final For Development

Signature: *[Signature]*

Date: 12/21/2016

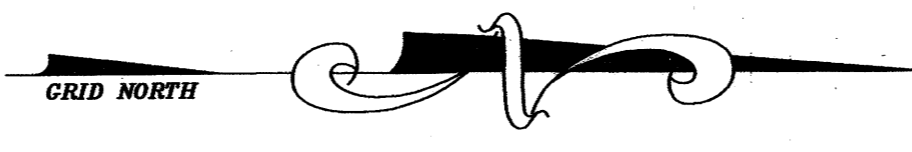
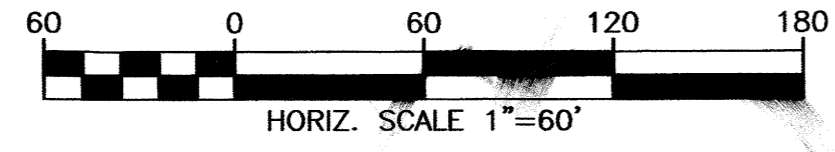
FINAL PLAT

1 of 4 sheet

GOODWYN MILLS CAWOOD

7 Town Center Drive, Suite 201 | Huntsville, AL 35806  
Tel 256.539.3431 | GMCNETWORK.COM





TRACT A

LOMBARD STREET

BUR OAK DRIVE

OAK MANOR LANE

TRACT A

TRACT A

**SYMBOL LEGEND**

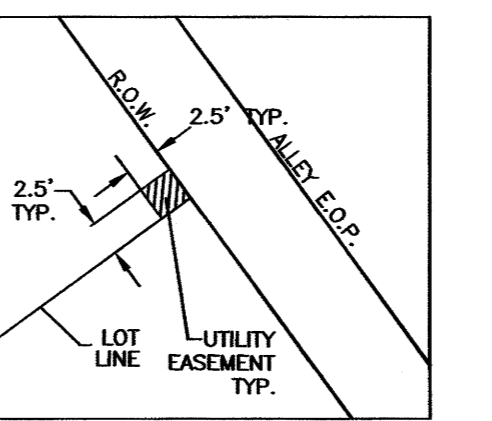
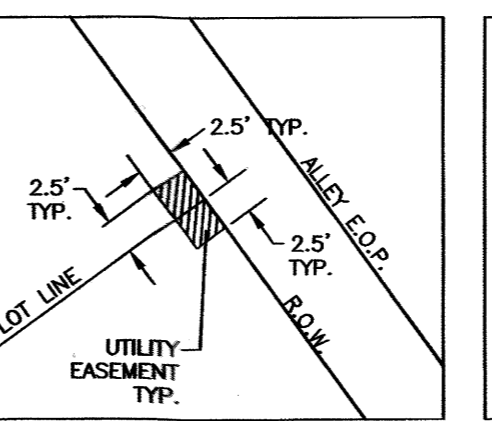
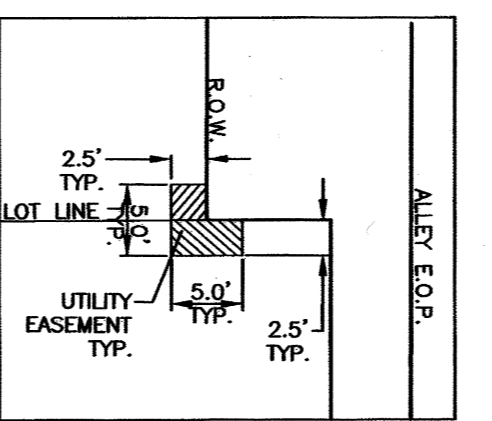
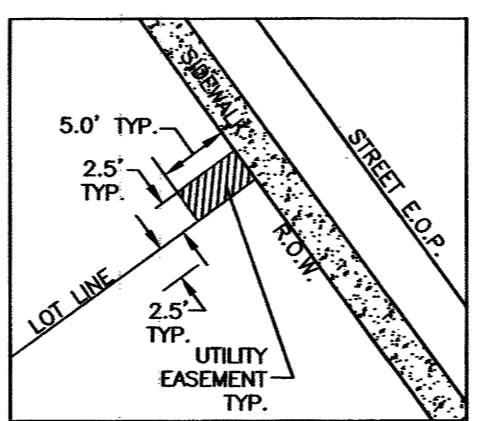
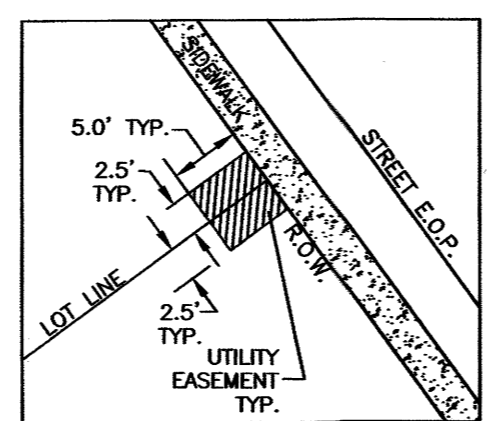
- SET 5/8" REBAR (GMC CAP NO. CA00156)
- FOUND PROPERTY CORNER AS NOTED
- FOUND CONCRETE MONUMENT
- SET CONCRETE MONUMENT
- ⊙ SET NAIL AND WASHER (GMC NO. CA00156)
- ⊙ SET 5/8" REBAR REFERENCE CORNER (GMC NO. CA00156)
- CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ⊙ CENTERLINE
- ROW RIGHT-OF-WAY
- (ACT) ACTUAL CALL
- (REC) RECORD CALL
- RLPY REAL PROPERTY BOOK
- P.B. PLAT BOOK
- PG PAGE
- SPC STATE PLANE COORDINATE
- M.B.L. MINIMUM BUILDING LINE
- M.S.S. MINIMUM SIDE SETBACK

**Curve Table**

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	85.98	437.00	11° 16' 21"	N5° 53' 23"E	85.84
C2	129.78	670.80	11° 05' 05"	N8° 40' 59"W	129.57
C3	296.86	1532.00	11° 06' 09"	S5° 58' 29"W	296.40
C4	54.98	35.00	90° 00' 00"	S45° 15' 13"W	49.50
C5	83.85	477.00	11° 16' 21"	N5° 53' 23"E	83.69
C6	48.57	1461.50	01° 54' 15"	N89° 28' 17"E	48.57
C7	78.11	397.00	11° 16' 21"	N5° 53' 23"E	77.88
C8	54.98	35.00	89° 59' 55"	N44° 44' 44"W	49.50
C9	118.62	1500.00	04° 31' 51"	S9° 15' 36"W	118.59
C10	88.66	1500.00	03° 23' 12"	S5° 18' 07"W	88.65
C11	60.04	1500.00	02° 17' 36"	S2° 27' 43"W	60.04
C12	23.34	1500.00	00° 53' 30"	S0° 52' 10"W	23.34
C13	49.11	1461.50	01° 55' 31"	N89° 27' 40"E	49.10
C14	49.84	1438.00	01° 58' 40"	N89° 26' 05"E	49.84
C15	107.46	1110.00	05° 32' 48"	N14° 17' 56"E	107.41
C16	33.77	1110.00	01° 44' 36"	N17° 56' 40"E	33.77
C17	46.25	700.00	03° 47' 06"	S16° 55' 23"W	46.24
C18	65.10	700.00	05° 19' 43"	S12° 21' 57"W	65.08
C19	56.43	700.00	04° 37' 06"	S7° 33' 32"W	56.42
C20	56.92	700.00	04° 38' 32"	S2° 45' 11"W	56.90
C21	30.25	643.80	02° 41' 32"	N88° 12' 45"W	30.25
C22	31.27	643.80	02° 47' 00"	N85° 28' 29"W	31.27
C23	30.09	643.80	02° 40' 39"	N82° 44' 39"W	30.08
C24	32.51	477.00	03° 54' 20"	N02° 12' 23"E	32.51
C25	37.62	1438.00	01° 29' 57"	N89° 40' 27"E	37.62
C26	12.59	1461.50	07° 29' 36"	N88° 16' 22"E	12.59

**Line Table**

Line #	Length	Direction
L30	23.33	S 0° 15' 13" W
L31	31.88	N 22° 22' 13" E
L32	29.15	N 50° 58' 55" E
L33	23.83	N 57° 02' 37" E
L34	44.47	N 50° 23' 18" E
L35	23.33	N 0° 15' 13" E
L36	9.60	N 11° 31' 34" E



Final For Development

Signature: *Ross Jones*

Date: 12/2/2016

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

*William R. Blackwell* 11/16/2016  
WILLIAM R. BLACKWELL AL. REG. 30809-S DATE

\*CERTIFICATION OF SURVEY NOT VALID UNLESS SIGNED AND DATED IN RED INK.

COMMON AREA

ISSUE DATE

THE VILLAGE AT OAKLAND SPRINGS  
PHASE I  
FOR: PLACEMAKERS OAKLAND SPRINGS, LLC  
SEC. 2, T-4-S, R-3-W,  
LIMESTONE COUNTY, ALABAMA  
GMC JOB# CHUN140019



FINAL PLAT

sheet 2 of 4

GOODWYN MILLS CAWOOD

7 Town Center Drive, Suite 201 | Huntsville, AL 35806  
Tel 256.559.5431 | GMCNETWORK.COM

LOT	AREA (sq. ft. +/-)	SETBACKS			USE AREAS	LOT USE
		Front	Side	Rear		
1	8528	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
2	8219	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
3	11138	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
4	8798	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
5	8799	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
6	9115	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
7	8755	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
8	8994	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
9	10716	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
10	5800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
11	5000	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
12	5200	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
13	5192	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
14	4191	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
15	9418	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
16	8072	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
17	8777	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
18	8072	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
19	9418	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
20	8116	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
21	7834	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
22	12855	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
23	14420	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
24	15078	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
25	2705	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
26	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
27	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
28	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
29	2580	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
30	2858	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
31	2858	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
32	2418	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
33	4991	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
34	3400	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
35	4864	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
36	4944	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
37	4220	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
38	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
39	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
40	4370	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
41	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
42	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
43	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
44	4945	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
45	5280	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
46	5280	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
47	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
48	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
49	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
50	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
51	4940	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
52	4940	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
53	5280	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
54	5280	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
55	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
56	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
57	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
58	4800	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
59	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
60	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
61	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
62	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
63	4370	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
64	4370	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
65	4370	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
66	4830	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
67	5167	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
68	4296	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
69	3400	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
70	3400	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
71	3400	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
72	3400	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
73	3400	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
74	4143	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
75	3889	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached

LOT	AREA (sq. ft. +/-)	SETBACKS			USE AREAS	LOT USE
		Front	Side	Rear		
76	4946	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
77	4385	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
78	4385	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
79	5077	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
80	4946	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
81	4946	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
82	4385	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
83	4385	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
84	5308	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
85	4385	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
86	5308	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
87	5308	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
88	5308	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
89	4615	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
90	4615	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
91	5329	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Detached
92	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
93	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
94	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
95	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
96	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
97	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
98	1920	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
99	4500	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached
100	5000	6 ft. min, 20 ft. max.	4ft. min. on north - 0ft. min. on south	5 ft. min.	Mixed Residential	Single Family Attached

**SYMBOL LEGEND**

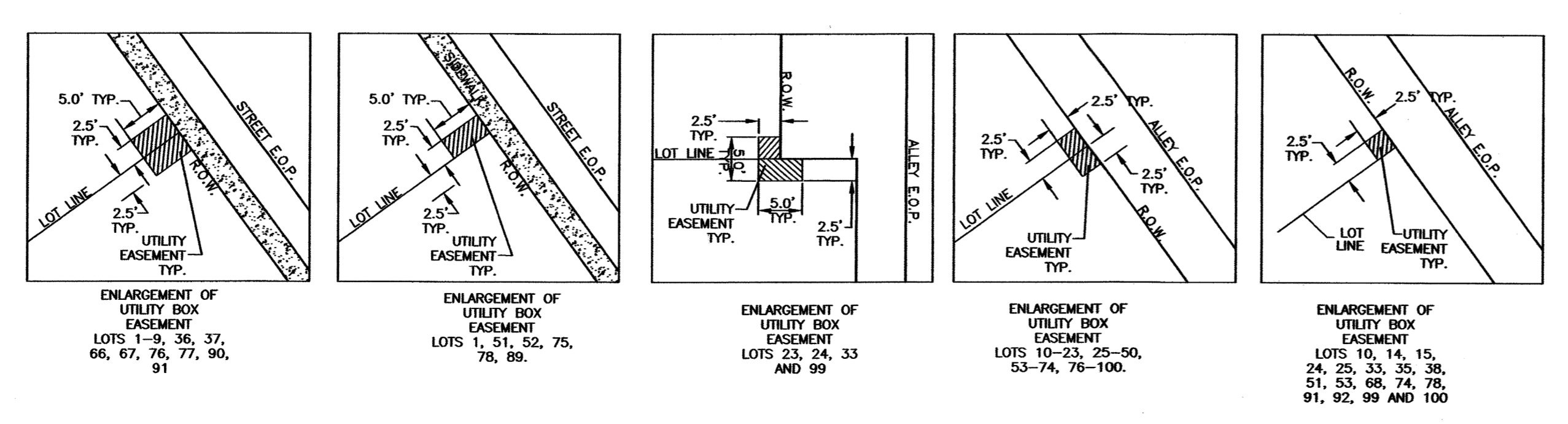
●	SET 5/8" REBAR (GMC CAP NO. CA00156)
⊙	FOUND PROPERTY CORNER AS NOTED
□	FOUND CONCRETE MONUMENT
■	SET CONCRETE MONUMENT
○	SET NAIL AND WASHER (GMC NO. CA00156)
⊗	SET 5/8" REBAR REFERENCE CORNER (GMC NO. CA00156)
○	CALCULATED POINT
○	POB POINT OF BEGINNING
○	POC POINT OF COMMENCEMENT
⊖	CENTERLINE
—	ROW RIGHT-OF-WAY
(ACT)	ACTUAL CALL
(REC)	RECORD CALL
RLPY	REAL PROPERTY BOOK
P.B.	PLAT BOOK
PG	PAGE
SPC	STATE PLANE COORDINATE
M.B.L.	MINIMUM BUILDING LINE
M.S.S.	MINIMUM SIDE SETBACK

**Curve Table**

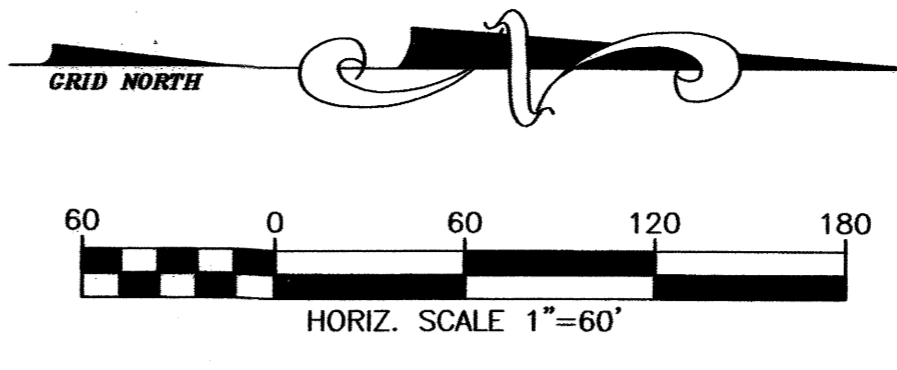
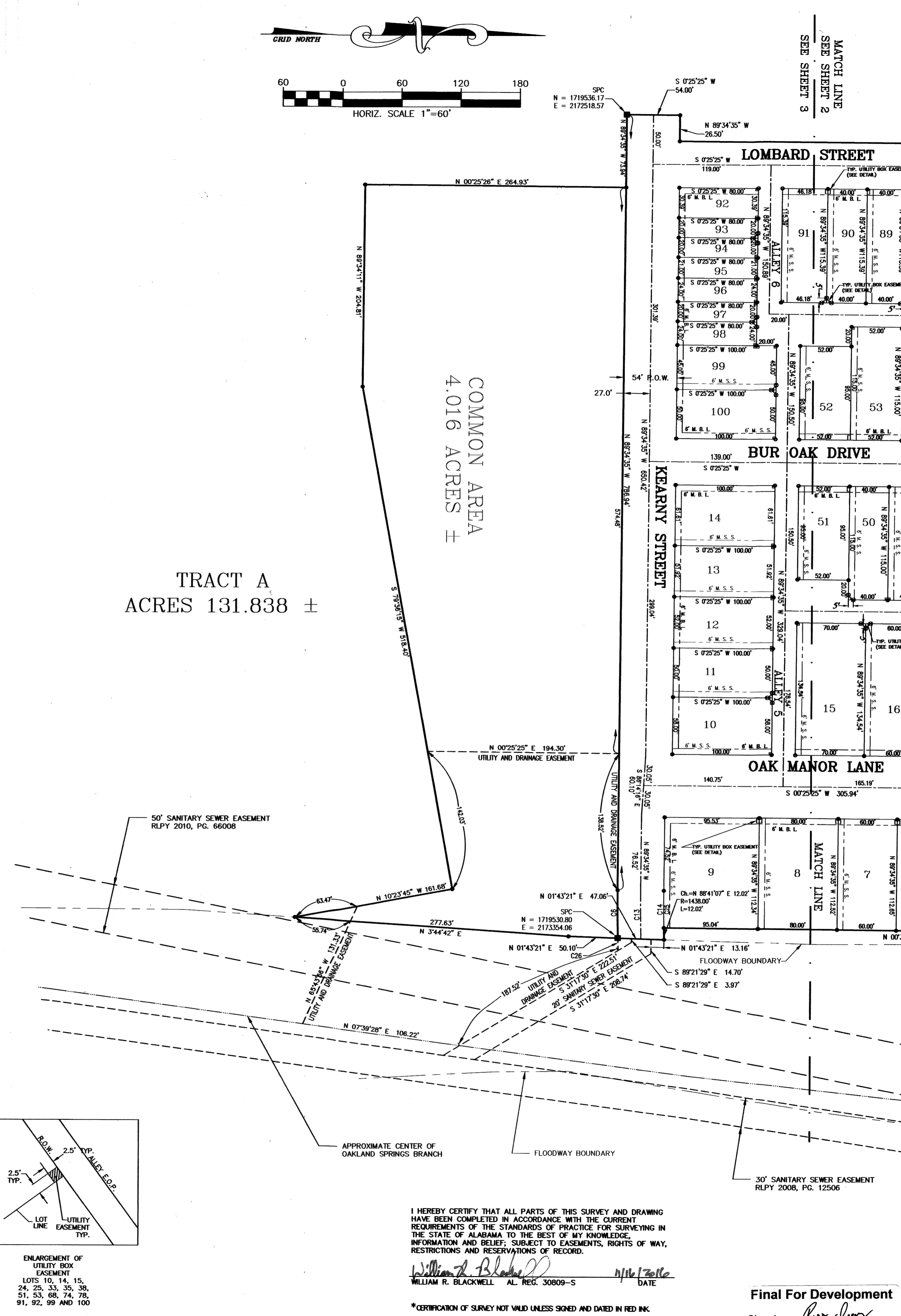
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	85.98	437.00	11° 16' 21"	N5° 53' 23"E	85.84
C2	129.78	670.80	11° 05' 05"	N8° 40' 59"W	129.57
C3	296.86	1532.00	11° 06' 09"	S5° 58' 29"W	296.40
C4	54.98	35.00	90° 00' 00"	S45° 15' 13"W	49.50
C5	83.85	477.00	11° 16' 21"	N5° 53' 23"E	83.69
C6	48.57	1461.50	01° 54' 15"	N89° 28' 17"E	48.57
C7	78.11	397.00	11° 16' 21"	N5° 53' 23"E	77.98
C8	54.98	35.00	89° 59' 55"	N4° 44' 44"W	49.50
C9	118.62	1500.00	04° 31' 51"	S8° 15' 30"W	118.59
C10	88.66	1500.00	03° 23' 12"	S5° 18' 07"W	88.65
C11	80.04	1500.00	02° 17' 36"	S2° 27' 43"W	80.04
C12	23.34	1500.00	00° 53' 30"	S0° 52' 10"W	23.34
C13	48.11	1461.50	01° 55' 31"	N89° 27' 40"E	48.10
C14	48.64	1438.00	01° 58' 40"	N89° 26' 05"E	48.64
C15	107.46	1110.00	05° 32' 48"	N14° 17' 58"E	107.41
C16	33.77	1110.00	01° 44' 36"	N17° 56' 40"E	33.77
C17	48.25	700.00	03° 47' 08"	S16° 55' 23"W	48.24
C18	85.10	700.00	05° 19' 43"	S12° 21' 57"W	85.08
C19	56.43	700.00	04° 37' 08"	S7° 23' 32"W	56.42
C20	56.92	700.00	04° 39' 32"	S2° 45' 11"W	56.90
C21	30.25	643.80	02° 41' 32"	N88° 12' 45"W	30.25
C22	31.27	643.80	02° 47' 00"	N85° 28' 29"W	31.27
C23	30.09	643.80	02° 40' 39"	N82° 44' 39"W	30.08
C24	32.51	477.00	03° 54' 20"	N02° 12' 23"E	32.51
C25	37.82	1438.00	01° 29' 57"	N89° 40' 27"E	37.82
C26	12.59	1461.50	00° 29' 36"	N88° 16' 22"E	12.59

**Line Table**

Line #	Length	Direction
L30	23.33'	S 0° 15' 13" W
L31	31.88'	N 22° 22' 13" E
L32	28.15'	N 50° 56' 55" E
L33	23.93'	N 57° 02' 37" E
L34	44.47'	N 50° 23' 18" E
L35	23.33'	N 0° 15' 13" E
L36	9.80'	N 11° 31' 34" E



TRACT A  
ACRES 131.838 ±



**GOODWIN MILLS CAWOOD**

7 Town Center Drive, Suite 201 | Huntsville, AL 35806  
Tel: 256-559-3431 | GMCNETWORK.COM

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**THE VILLAGE AT OAKLAND SPRINGS**

**PHASE 1**

**FOR: PLACEMAKER'S OAKLAND SPRINGS, LLC**

**SEC. 2, T-4-S, R-3-W, LIMESTONE COUNTY, ALABAMA**

**GMC JOB# CHUN140019**

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**FINAL PLAT**

Signature: *[Signature]*

Date: 12/2/2016

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ISSUE DATE: \_\_\_\_\_

DRAWING: 11/08/2016

REVISION: 11/14/2016

drawn by: ASH, SR, WRB

checked by: WRB

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PLAT # 3 of 4

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

*William R. Blackwell* 11/16/2016  
WILLIAM R. BLACKWELL AL. REG. 30809-S DATE

\*CERTIFICATION OF SURVEY NOT VALID UNLESS SIGNED AND DATED IN RED INK

Z:\V - Huntsville Survey Projects\CHUN140019 THE VILLAGE AT OAKLAND SPRINGS\4.3 Drafting\4.3 Drafting\CHUN140019 THE VILLAGE AT OAKLAND SPRINGS PHASE 1 FINAL PLAT.dwg November 20, 2016 Plotted By: rblackwell

**SURVEYOR'S CERTIFICATE AND DESCRIPTION OF LAND PLATTED**

STATE OF ALABAMA)  
COUNTY OF LIMESTONE)  
I, WILLIAM R. BLACKWELL, A PROFESSIONAL LAND SURVEYOR OF MADISON, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF THE (PLACEMAKER'S OAKLAND SPRINGS, LLC AND PLACEMAKER'S NORTH AMERICA, LLC), A CORPORATION, SITUATED IN THE CITY OF MADISON, LIMESTONE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE BEING THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, AS SHOWN ON THE FINAL PLAT OF ESTES ESTATES, LOCATED IN PLAT BOOK N, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA; THENCE RUN S 00°29'44" W 40.02 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT LIES ON THE SOUTH RIGHT OF WAY LINE OF HUNTSVILLE BROWNSPERRY ROAD; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE S 89°44'30" E 748.71 FEET TO A FOUND 3/8" REBAR-BENT; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN S 00°15'18" W 426.10 FEET TO A FOUND 1/2" REBAR-BENT; THENCE RUN S 89°40'00" E 311.71 FEET TO A FOUND 3/8" REBAR; THENCE RUN N 00°12'03" E 426.68 FEET TO A SCRIBED X MADE ON AN ELECTRIC BOX; SAID POINT BEING ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE AS FOLLOWS: S 89°45'07" E 298.95 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN S 89°44'47" E 976.75 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN S 89°44'57" E 387.60 FEET TO A SET 5/8" REBAR GMC CAP NO. CA00156LS; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN S 00°35'57" W 2822.47 FEET TO A FOUND 5/8" REBAR; SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN N 89°40'14" W 1260.99 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN N 89°38'23" W 926.91 FEET TO A FOUND 1/2" REBAR ATHENS LS CAP NO. CA0292LS; THENCE RUN N 89°38'19" W 463.64 FEET TO A FOUND 5/8" REBAR COFFMAN CAP NO. 15455 PLS; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 2; THENCE RUN N 00°25'25" E 2817.95 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA; CONTAINS 6,843,536.529 SQUARE FEET OR 157.106 ACRES, MORE OR LESS.

**SURVEYORS CERTIFICATE OF ACCURACY**

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THE ACCURACY OF THE MEASUREMENTS HAVE BEEN SUBSTANTIATED BY THE COMPUTATION OF A CLOSED FIELD TRAVERSE AND THE RELATIVE ERROR OF CLOSURE WAS NOT GREATER THAN 1:10000.  
WITNESS MY HAND AND SEAL THIS THE 16th DAY OF NOVEMBER, 2016.

*William R. Blackwell*  
WILLIAM R. BLACKWELL  
AL LIC. NO. 30809-5

**PLACEMAKER'S OAKLAND SPRINGS, LLC.**

OWNER  
BY ITS MANAGER:

*David J. Slyman, Jr.*  
PLACEMAKER'S NORTH AMERICA, LLC  
BY: DAVID J. SLYMAN, JR.  
ITS: MANAGER

**DEDICATION**

WE, PLACEMAKER'S OAKLAND SPRINGS, LLC AND PLACEMAKER'S NORTH AMERICA, LLC, OWNERS, AND SERVSFIRST BANK, LIENHOLDER HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, Laid OUT AND PLATTED TO BE KNOWN AS "THE VILLAGE AT OAKLAND SPRINGS PHASE 1", A PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, AND THAT THE STREETS, DRIVES, ALLEYS, ETC. AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS: *William R. Blackwell*  
BY: DAVID J. SLYMAN, JR.  
ITS: MANAGER

**SERVSFIRST BANK**

LIENHOLDER

*Hill Womble*  
BY: HILL WOMBLE  
ITS: VICE PRESIDENT

STATE OF ALABAMA)  
COUNTY OF MADISON)

I, PATRICIA GERECHT, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SAID STATE, HEREBY CERTIFY THAT WILLIAM RUSSELL BLACKWELL, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE HE HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

AND I FURTHER CERTIFY THAT DAVID J. SLYMAN, JR., MANAGER OF PLACEMAKER'S NORTH AMERICA, LLC, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID PLACEMAKER'S OAKLAND SPRINGS, LLC AND PLACEMAKER'S NORTH AMERICA, LLC  
IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL, THIS THE 21st DAY OF NOVEMBER, 2016

*Patricia Gerecht*  
PATRICIA GERECHT  
NOTARY PUBLIC  
4-26-2020



STATE OF ALABAMA)  
COUNTY OF MADISON)

I, Stacey Marks, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT HILL WOMBLE, WHOSE NAME AS SENIOR VICE PRESIDENT OF SERVSFIRST BANK, IS SIGNED TO THE FOREGOING PLAT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE PLAT, HE, AS SUCH SENIOR VICE PRESIDENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF THE SAID, SERVSFIRST BANK, ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS THE 22nd DAY OF November A.D., 2016.

*Stacey Marks*  
NOTARY PUBLIC  
STATE OF ALABAMA  
COUNTY OF MADISON [SEAL]

MY COMMISSION EXPIRES: 3/4/16



**CERTIFICATE OF APPROVAL BY THE MADISON FIRE DEPARTMENT**

THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF THE MADISON FIRE DEPARTMENT FOR MADISON, ALABAMA, HEREBY CERTIFIES THE WITHIN PLAT HAS BEEN REVIEWED AND IS APPROVED.  
THIS THE 22nd DAY OF November, 2016.

*Cam Simon*  
MADISON FIRE DEPARTMENT  
MADISON, ALABAMA

**CERTIFICATE OF APPROVAL BY MADISON UTILITIES**

THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF THE MADISON UTILITIES, MADISON, ALABAMA, HEREBY CERTIFIES THE WITHIN PLAT HAS BEEN REVIEWED AND IS APPROVED.  
THIS THE 22nd DAY OF November, 2016.

*David White*  
MADISON UTILITIES,  
MADISON, ALABAMA

**ATHENS UTILITIES**

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF ATHENS UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA. THIS THE 22nd DAY OF November, 2016.

*Dirkal Johnson* (Asst. Construction Eng.)  
NAME AND TITLE  
ATHENS UTILITIES

- NOTE:  
1. THE CITY OF ATHENS UTILITIES ELECTRIC DEPARTMENT WILL PROVIDE SERVICE TO THESE LOTS.  
2. THE COST FOR THE RELOCATION OF ANY ATHENS UTILITIES FACILITIES REQUIRED DUE TO THIS PROJECT MUST BE PAID BY THE DEVELOPER/PROPERTY OWNER.

11-22-16 Dirkal Johnson (Asst. Const. Engineer)  
DATE NAME AND TITLE

**APPROVAL BY THE LIMESTONE COUNTY WATER AND SEWER AUTHORITY**

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF THE LIMESTONE COUNTY WATER AND SEWER AUTHORITY IF LIMESTONE COUNTY, ALABAMA HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA. THIS THE 21st DAY OF November, 2016

LIMESTONE COUNTY WATER AND SEWER AUTHORITY  
BY: *Jimmy Smith*  
TITLE: General Manager

**NORTH ALABAMA GAS DISTRICT**

CERTIFICATE OF APPROVAL BY THE NORTH ALABAMA GAS DISTRICT THE UNDERSIGNED, AS AUTHORIZED BY THE NORTH ALABAMA GAS DISTRICT, HEREBY APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE

DAY 21st OF November, 2016.

*David M. Cooley*  
NORTH ALABAMA GAS DISTRICT

**CITY ENGINEER OF THE CITY OF MADISON**

THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF MADISON, ALABAMA, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE 22nd DAY OF November, 2016.

*Ray R. Reynolds*  
CITY ENGINEER  
CITY OF MADISON, ALABAMA

**CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION**

THE WITHIN PLAT OF "VILLAGE AT OAKLAND SPRINGS PHASE 1", CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF MADISON, ALABAMA, FOR RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE

2 DAY OF December, 2016.

PLANNING COMMISSION FOR THE CITY OF MADISON, ALABAMA

BY: *Tracy Atkinson*  
CHAIRMAN

**CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING**

THE UNDERSIGNED, AS THE DIRECTOR OF PLANNING FOR THE CITY OF MADISON, ALABAMA, HEREBY CERTIFIES THAT THE PROPERTY AND PLAT HAS BEEN INSPECTED AND REVIEWED AND FOUND TO BE COMPLIANT WITH ZONING RESTRICTIONS AND SUBDIVISION REGULATIONS. THIS THE 21st DAY OF November, 2016.

*Charles C. Woodroof*  
DIRECTOR, PLANNING  
CITY OF MADISON, ALABAMA

**JUDGE OF PROBATE**

I, CHARLES WOODROOF, JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE 21st DAY OF November, 2016 AT 10:31 O'CLOCK A.M. AND DULY RECORDED IN PLAT BOOK 9 PAGE 43-46

*Charles C. Woodroof*  
JUDGE OF PROBATE

ISSUE DATE
DRAWING 11/08/2016
drawn by: ASH, SR. WRB
checked by: WRB

THE VILLAGE AT OAKLAND SPRINGS  
PHASE 1  
FOR: PLACEMAKER'S OAKLAND  
SPRINGS, LLC  
SEC. 2, T-4-S, R-3-W,  
LIMESTONE COUNTY, ALABAMA  
GMC JOB# CHUN140019



FINAL PLAT

4 of 4 sheet

Final For Development  
Signature: *Norm Cherry*  
Date: 12/2/2016

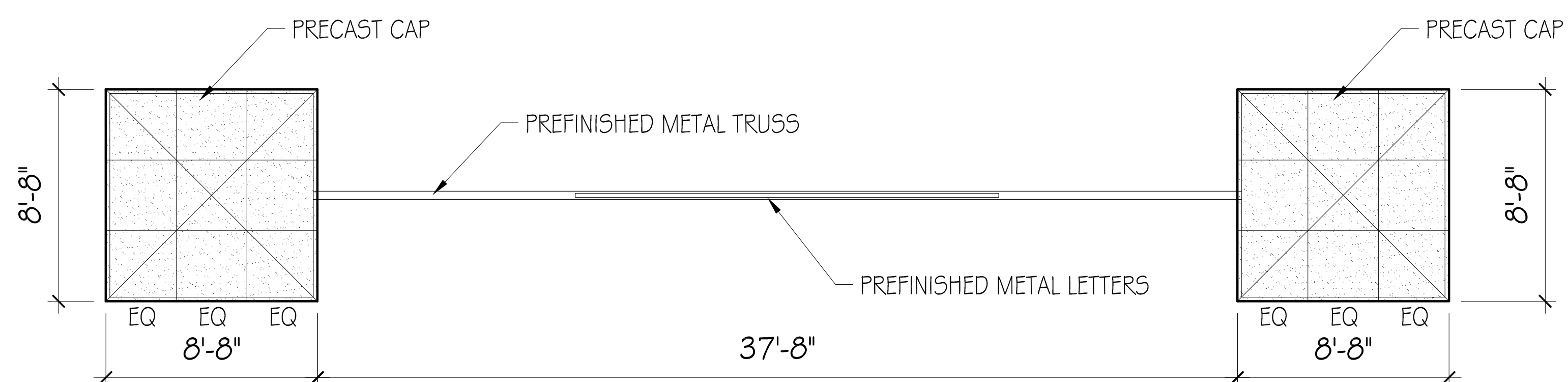
GOODWYN MILLS CAWOOD

7 Town Center Drive, Suite 201 | Huntsville, AL 35806  
Tel 256.539.3431 | GMCNETWORK.COM

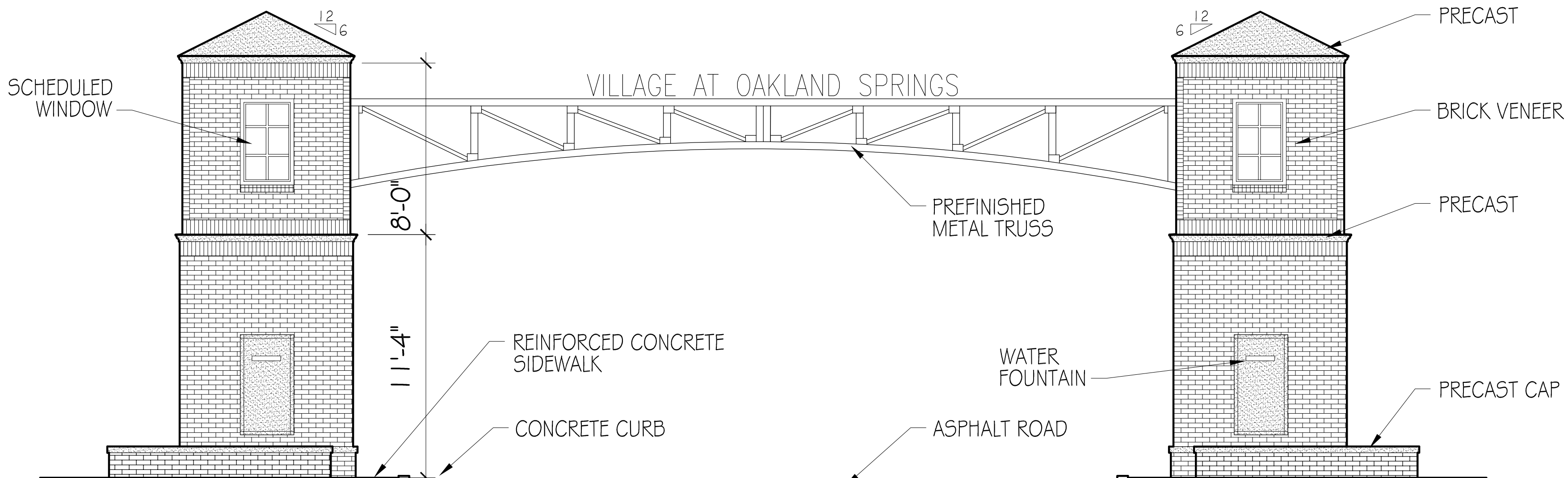
**EXHIBIT "B"**

**SIGN PLANS**

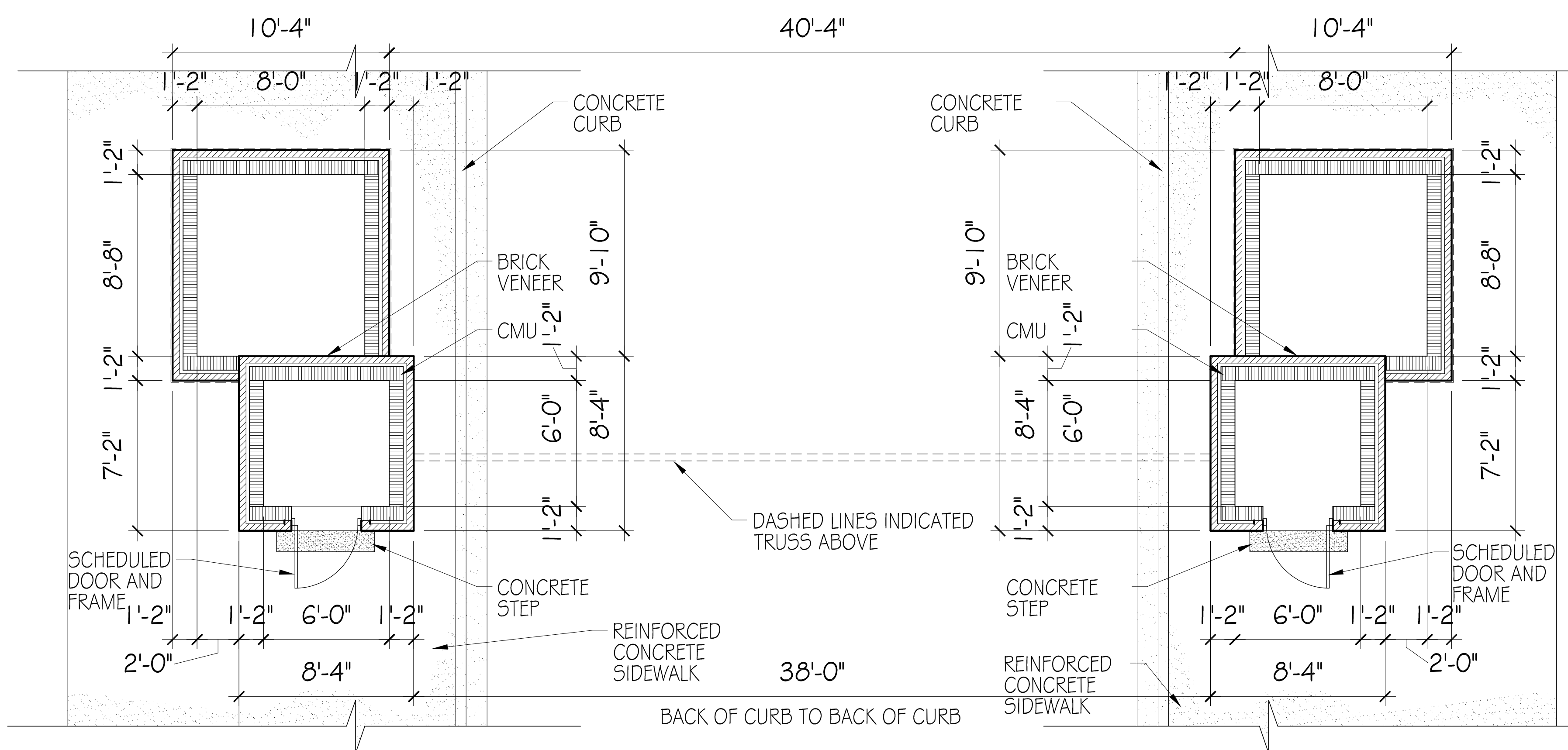
# EXHIBIT "B"



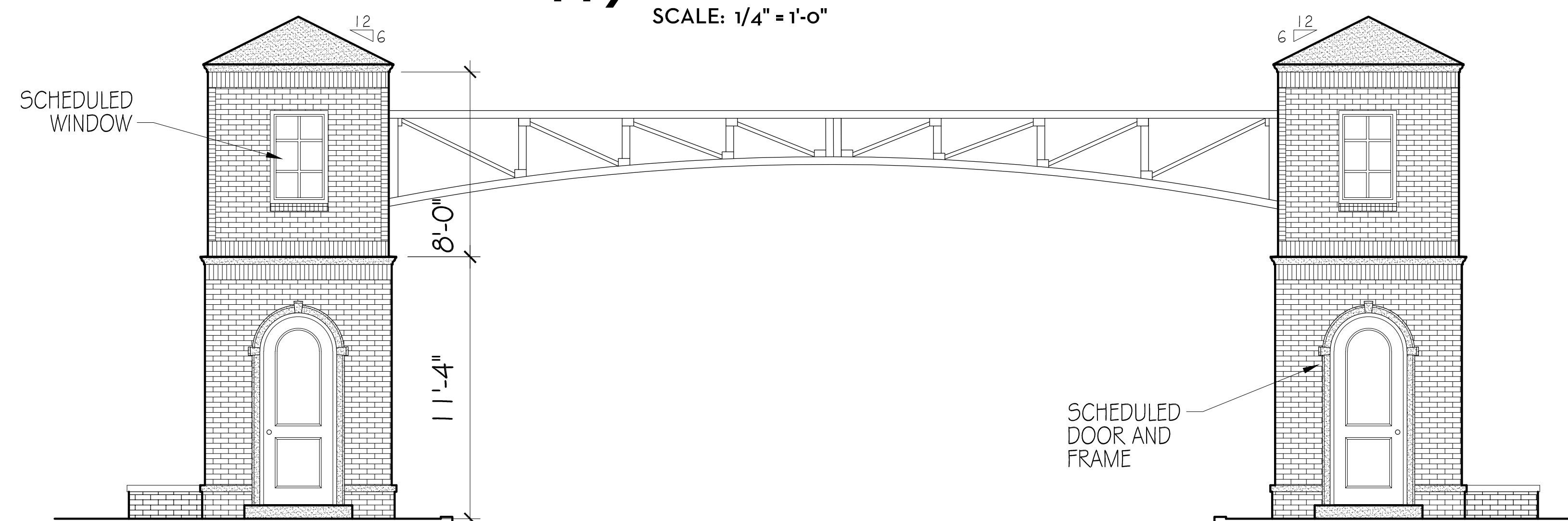
**H4 ROOF PLAN**  
SCALE: 1/4" = 1'-0"  
TRUE NORTH



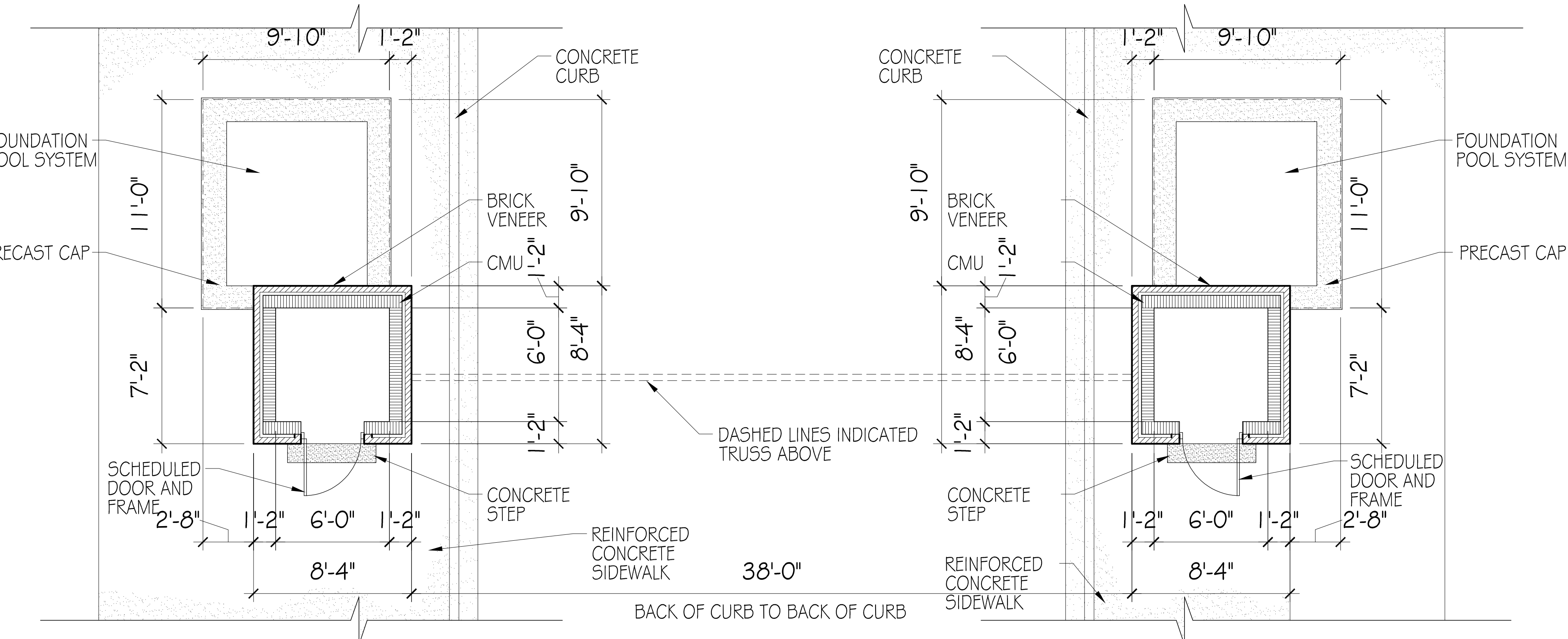
**H9 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



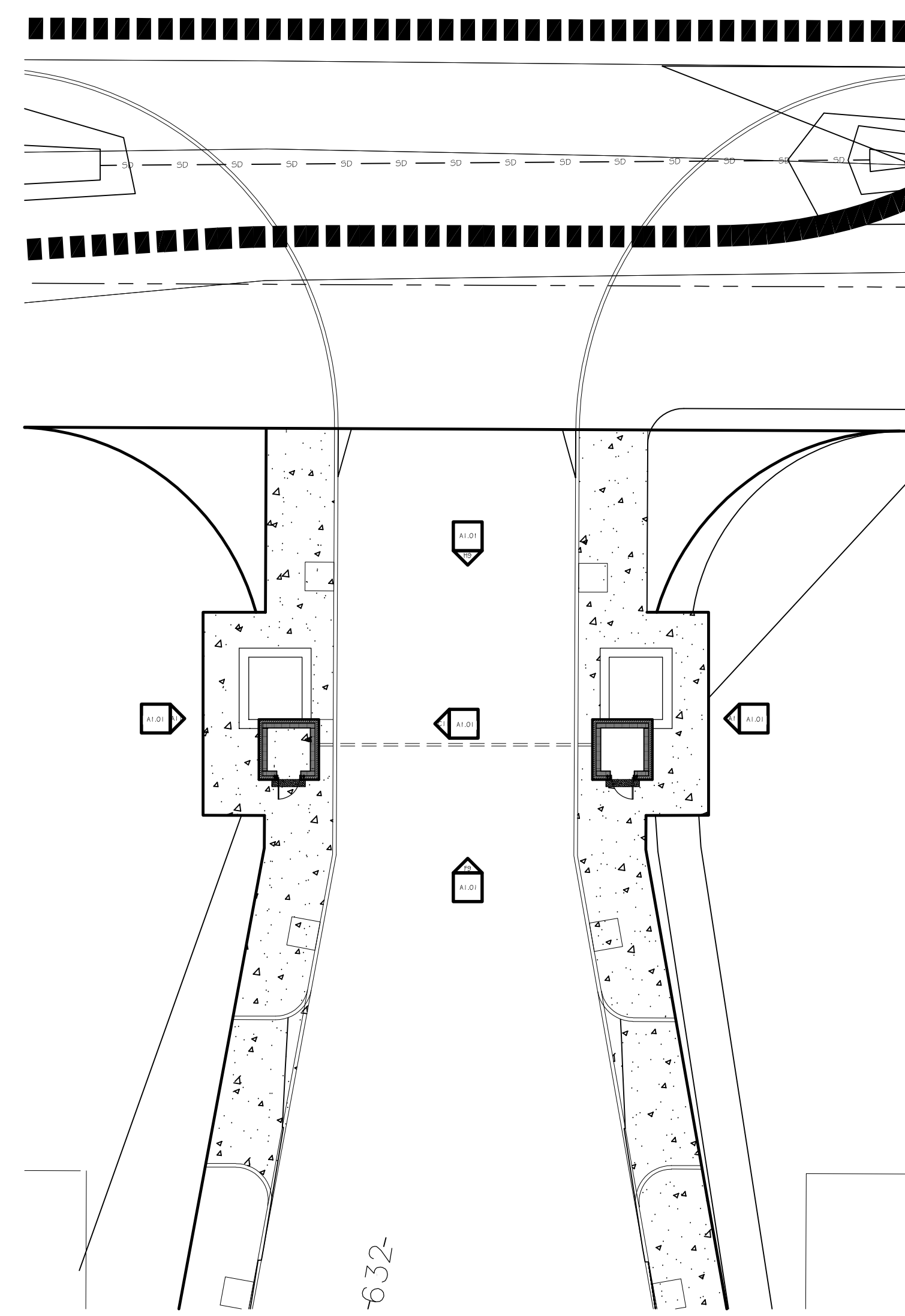
**D4 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
TRUE NORTH



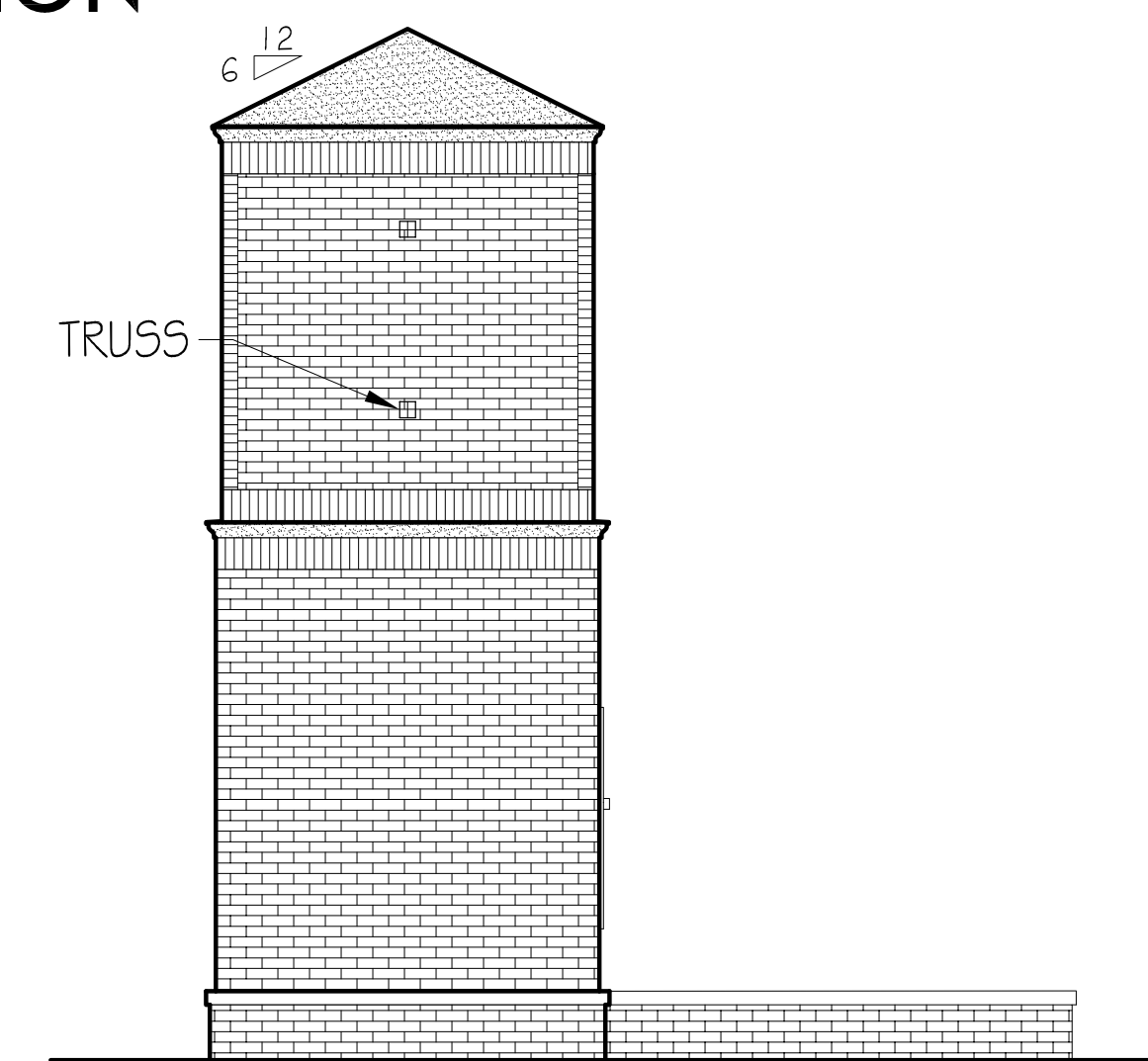
**F9 REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



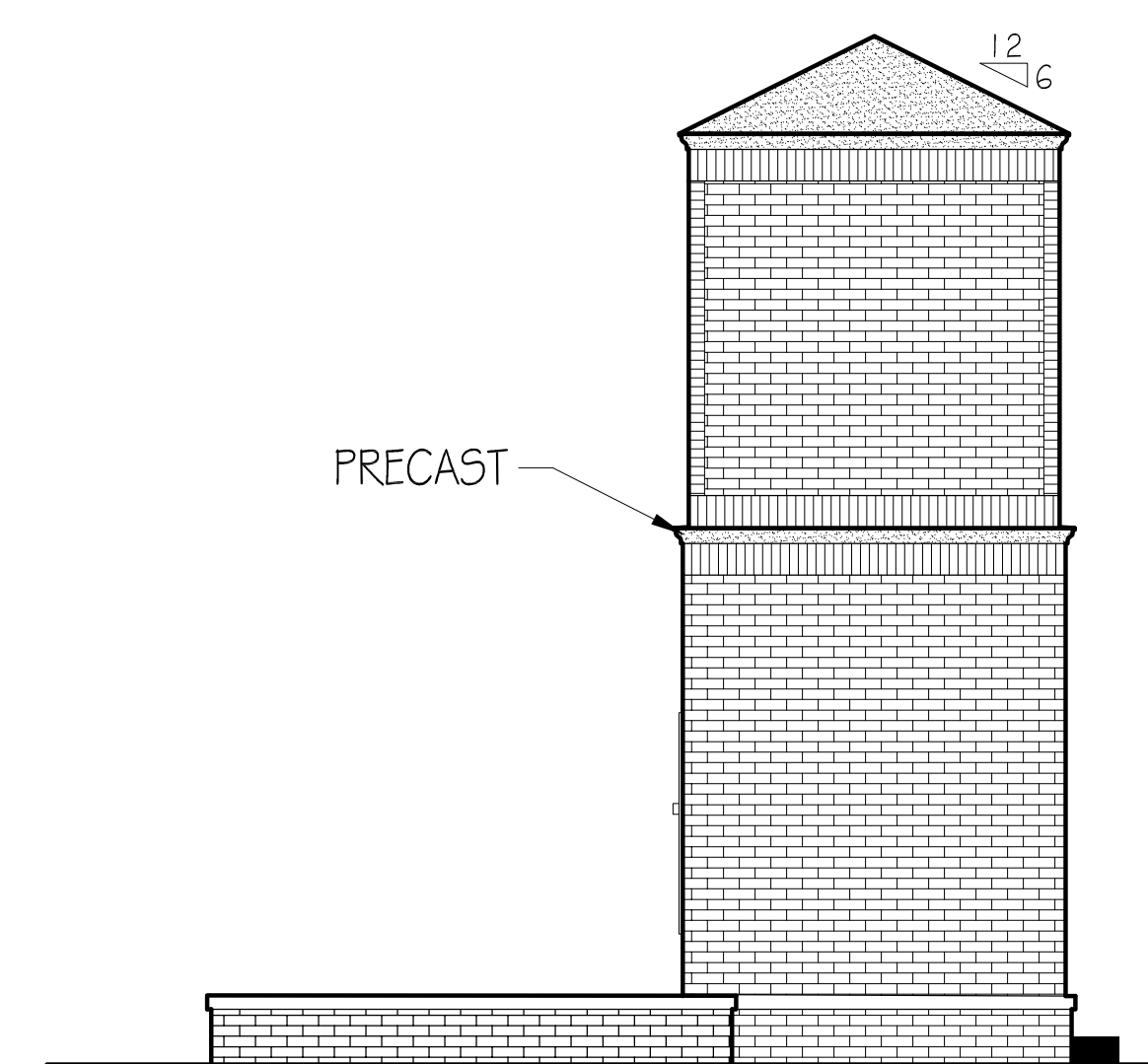
**A4 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
TRUE NORTH



**A8 SITE PLAN**  
SCALE: 1/16" = 1'-0"  
TRUE NORTH



**C11 SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"



**A11 SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"

ISSUE DATE  
DESIGN DEVELOPMENT 12.06.2019

7 Town Center Drive, Suite 201  
Huntsville, AL 35806  
T 256.539.3431  
GMCNETWORK.COM

VILLAGE OF OAKLAND SPRINGS

FLOOR PLAN, ELEVATIONS,  
ROOF PLAN AND SITE PLAN

MADISON, ALABAMA

GMC Project No.  
AHUN2018-09

**GMC**

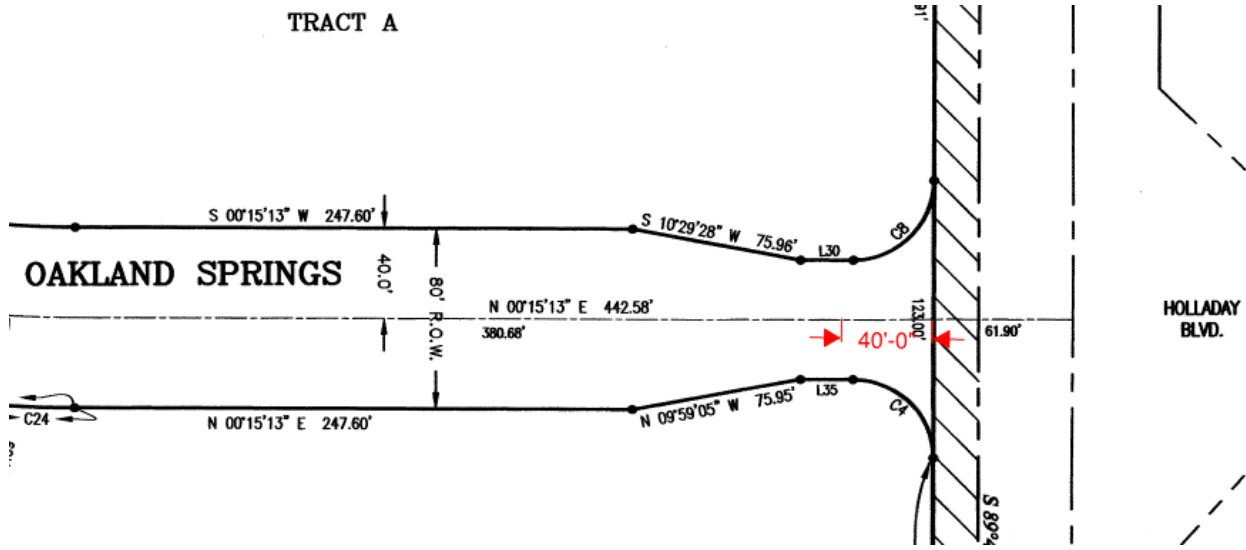
DRAWN BY: WVK  
CHECKED BY: JKG

**A1.01**

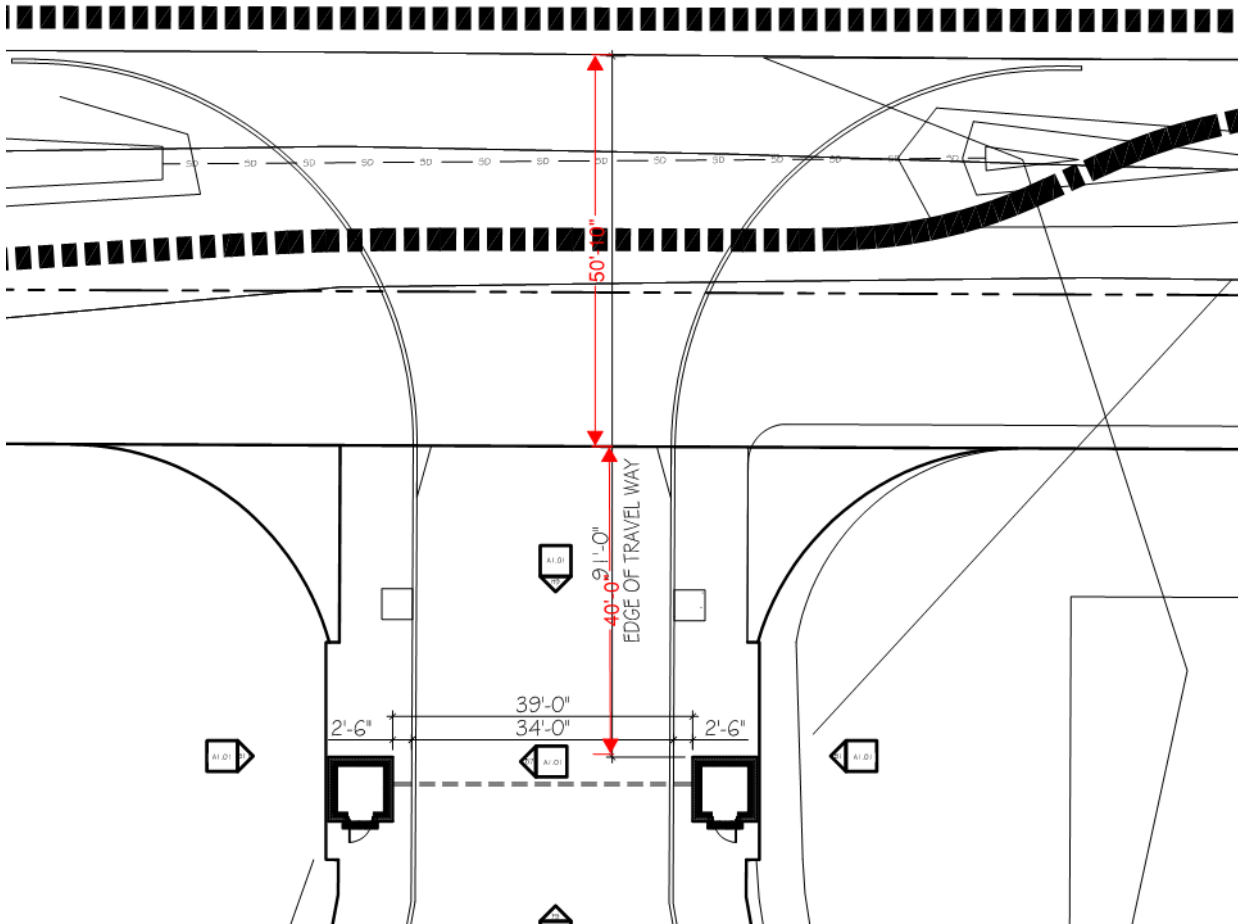
# EXHIBIT "C"

## The Tract

TRACT A



NORTH



**RESOLUTION NO. 2023-082-R**

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH  
SS MADISON, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with SS Madison, LLC, for the use of the City’s existing utility and drainage easement, to wit; to allow SS Madison to erect a monument sign within said easement, said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive 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 Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

LEGEND

- EB ELECTRICAL BOX
- ICV IRRIGATION CONTROL VALVE
- TSP TRAFFIC SIGNAL POLE
- TCB TRAFFIC CONTROL BOX
- WM WATER METER
- LP LIGHT POLE

(ROW VARIES)  
SULLIVAN STREET

Existing Sidewalk

EXISTING PROPERTY LINE

EXISTING EASEMENT

Existing Concrete Pad

EXISTING SIGN

NEW SIGN

EXISTING EB

EXISTING ICV

Existing TCB

Existing TSP

Existing Storm MH  
Top=650.97

Existing Storm MH  
Top=649.44

Existing Telephone MH

EXISTING ICV

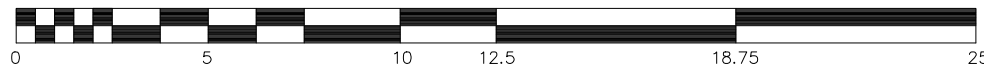
EXISTING WM

EXISTING FH

Existing Sidewalk

EXISTING LP

Scale: 1" = 5'  
Graphic Scale



Civil Engineering | Land Surveying | Landscape Architecture  
Environmental | Water Resources | Laser Scanning + Modeling



7500 Memorial Pkwy SW, Ste 209  
Huntsville, Alabama 35802  
256.539.1221  
205.323.6166

SIGN EXHIBIT  
THE AVENUE-MADISON

DATE: 01/24/2023  
SCALE: 1" = 5'



STATE OF ALABAMA )  
COUNTY OF MADISON )

**PERMISSIVE USE AGREEMENT**

This Agreement (“**Agreement**”) made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“**City**”), and **SS Madison, LLC**, an Alabama limited liability company (“**Owner**”).

**WITNESSETH:**

**WHEREAS**, the City has installed and is responsible for operating and maintaining utility and drainage easements (the “**Easements**”) located in The Avenue Madison including specifically that portion of the Easement located on Lot 2 (the “**Tract**”), according to the Plat of The Avenue Madison, in Madison County, Alabama recorded as Document 2021-00018695 in the Office of the Judge of Probate of Madison County, Alabama (the “**Probate Office**”); and

**WHEREAS**, Owner is the fee simple owner of Tract.

**WHEREAS**, Owner intends to have a monument sign (“**Sign**”) constructed on the tract, and the Sign will extend into and encroach upon one of the Easements, in the approximate locations identified on attached **Exhibit A**; and

**WHEREAS**, the Sign could be impacted by excavation of the Easement in connection with the City’s permitted uses;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Owner agrees, affirm and acknowledge as follows:
  - a. That the proposed Sign will encroach on the Easement located on the Tract and infringe upon the City’s unfettered access to the Easement for the purposes for which it was reserved.
  - b. That City’s acquiescence of Owner’s encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the City’s right to the free and unfettered use of the Easement for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.
  - c. Owner acknowledges that the Madison City Code and Zoning Ordinance provide that the City may remove obstructions or signs in easements at will, and that the

City reserves its rights to do so, subject to the notice provisions provided in this Agreement.

- d. If the City or City-authorized franchise holders (“Franchisees”) are required to maintain, repair, or replace utility lines located in the Easement, the City will provide thirty (30) days’ prior written notice to Owner of its need to excavate or otherwise access the Easement. After providing notice consistent with this paragraph, the City may remove or cause to be removed, at Owner’s sole cost and expense, the Improvements which encroach upon the Easement to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the Easement. After the City or Franchisees complete any such maintenance, repair, or replacement within the Easements, Owner may restore and reconstruct the Sign in accordance with this Agreement and City building and sign permit requirements. Notwithstanding the foregoing, in the event of an emergency, the City or its Franchisees may immediately access the Easement and remove or cause to be removed the Sign, which encroaches upon the Easement, as reasonably necessary to address the emergency, without giving notice, provided that the City shall give such notice to Owner as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the City.
- e. Subject to the terms of Section 1(f) below, the City shall have no obligation to repair or replace any Sign, landscaping, or related improvements so removed or disturbed or to restore the surface of the Easement to the condition that existed prior to removal of the Improvements. To the extent reasonably possible given the circumstances related to any maintenance, repair or replacement, the City will endeavor to minimize interference with the business operations being conducted on the Tract while exercising its rights to use of the Easement and the rights included in this Agreement.
- f. That Owner indemnifies and holds the City harmless from any expense of any kind associated with the permissive use of the Easements or any removal of the Sign, other than damage caused by willful misconduct or gross negligence of the City. Specifically, Owner will hold the City harmless from any expense of any kind associated with utility work that Franchisees undertake without providing notice.
- g. That no additional improvement or encroachment beyond the proposed Sign referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the City.
- h. Owner acknowledges that this Agreement extends only to use of the Easement by the City and that no agreement, representation or warranty of any kind is made by the City whatsoever regarding any use of the Easement by persons or entities other than the City.

2. Subject to the conditions stated hereinabove, the City grants its limited permission for Owner to construct, operate, and maintain the proposed Sign within the Easement.
3. The provisions of this Agreement shall be covenants running with the land and shall be binding on the parties' successors and assigns.

[Signature pages follow.]

[Signature page to Permissive Use Agreement]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date and year first above written.

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 City Clerk-Treasurer, respectively, 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, as such officers and with full authority, executed the same voluntarily for and as an act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[Signature page to Permissive Use Agreement]

**OWNER:**

**SS Madison, LLC,**  
An Alabama limited liability company

By: Charlie O. Sealy, III Company, LLC, its manager

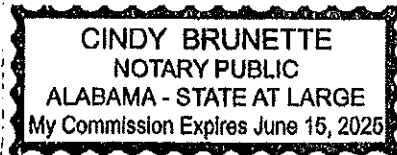
By: *Charlie O. Sealy, III*  
Charlie O. Sealy, III, Sole Voting Member

**STATE OF ALABAMA            )**  
**COUNTY OF MADISON        )**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charlie O. Sealy, III, whose name as Sole Voting Member of Charlie O. Sealy, III Company, LLC, the manager of SS Madison, LLC limited liability company, is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as the general partner of the sole member of such limited liability company.

Given under my hand and official seal this the 22<sup>nd</sup> day of Feb., 2023.

*Cindy Brunette*  
Notary Public



**EXHIBIT A**  
**[SIGN PLANS]**

**RESOLUTION NO. 2023-083-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND  
EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH  
ARCSPACE STUDIO**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with ArcSpace Studio for professional services of assessing Farley-Wann house to develop an overall master plan for the property, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to ArcSpace Studio in the amount of those monies detailed in the Professional Services Agreement to be paid from the Planning Department budget.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

JANUARY 27, 2023



## PROPOSAL



304 Franklin Street SE  
Huntsville, AL 35801



256.536.1160  
256.694.3512



bird@arcspacestudio.com  
www.arcspacestudio.com

**we shape space**

### MARY BETH BROEREN, AICP

Director of Development Services  
City of Madison, Alabama

### FARLEY-WANN HOUSE MASTER PLAN

225 Mill Road  
Madison, Alabama 35758

### RE: PROPOSAL FOR PROFESSIONAL SERVICES

Dear Ms. Broeren:

We enjoyed meeting with you and appreciate the opportunity to present this proposal for professional services related to the City of Madison's Farley-Wann House Master Plan. This proposal is informed by data from outcomes of our Thursday, January 19<sup>th</sup>, 2023 meeting. Topographic information has not been supplied, but will be needed if this project is awarded to Arcspace Studio. It is our understanding that a survey has been completed for this property.

Our understanding of the initial scope of this project is as follows: Professional services, as outlined in the Scope of Architect's Work section, pertaining to the existing historic residence on City of Madison's property, located at 225 Mill Road. The house is two stories and contains approximately 2,500 square feet of heated and enclosed area. We understand services requested include evaluation and restoration of the home to the timeframe between 1920-40s for use as a museum and to develop a master plan of the surrounding property to accommodate the museum use. The materials and systems are to be conventional to residential construction.

We will act with due diligence to complete the work in compliance with a mutually agreed-upon and reasonable schedule. To the greatest extent possible, both the Owner and the Architect should agree to make themselves readily available for necessary consultation.

### SCOPE OF ARCHITECT'S WORK

This scope of work assumes what we feel is an appropriate level of service based on our understanding of your wants and needs. A more detailed explanation of the scope of the Architect's work for this project follows:

#### RECORD DRAWINGS

*Documenting existing conditions*

- Visit the site and existing house to obtain existing measurements and photographs
- Prepare record drawings in the form of floor plans and elevations.

#### MASTER PLAN

*Information gathering, analysis, and design*

- Meet with the Owner to ascertain initial project requirements and scope.
- Analyze site and its surrounding context.
- Develop program requirements.
- Prepare Master Plan.
- Meet with client, Madison Station Historic Preservation Commission and Madison Station Historical Preservation Society for feedback.
- Obtain feedback from City Council



- Update Master Plan based on feedback from meetings.

## STRUCTURAL EVALUATION

### *Evaluation of existing structure*

- Structural Engineer to evaluate existing house.
- Prepare outline document of structural items that need to be addressed.

## PROFESSIONAL FEE BASIS

For the Record Drawings, we propose an hourly basis of compensation with a Not To Exceed amount of \$4,000, based on the hourly rates stated below.

For the Masterplan, we propose an hourly basis of compensation. We expect the cost will be approximately \$10,000 based on design time, meetings, and subsequent revisions.

For the Structural Evaluation and the outline document, we propose a fixed fee of \$2,000.

Additional services, requested by the Owner and agreed to by the Architect, shall be negotiated or performed based on hourly rates.

## HOURLY RATES

For work performed on an hourly basis, the following rates shall apply:

- |                                  |               |
|----------------------------------|---------------|
| • Principal Architect            | \$175.00/Hour |
| • Staff Architect                | \$115.00/Hour |
| • Senior Architectural Associate | \$105.00/Hour |
| • Architectural Associate        | \$ 95.00/Hour |
| • Administrative Manager         | \$ 85.00/Hour |

## PAYMENT TERMS

Invoices will be prepared and emailed at the end of each project phase. Invoices are past due after 30 days at which time interest may be charged at the current prevailing rate.

Reimbursable expenses, plus a 10% handling fee, will be invoiced as incurred. Reimbursable expenses include boundary surveys, geotechnical investigations and reports, fees incurred for required municipal approval, execution of contracts and standard forms, reproduction cost of construction documents, freight and shipping, and the like.

## OWNERSHIP OF DOCUMENTS

The Architect and the Architect's Consultants shall be deemed the authors and owners of their respective Instruments of Service, including drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Images related to the project may be used for websites and social media posts, as well as submitted for design competitions. In such cases, the Owner's name will not be displayed without permission.

Upon execution of this Agreement, the Architect grants to the Owner, a license to use the Architect's Instruments of Service solely and exclusively for the project.



Sincerely,



**DARRYL BIRD**  
Principal Architect

**ACCEPTANCE**

To approve this proposal, please sign and date below, initial all of the preceding pages, and return to us for our files. We appreciate the opportunity to offer this proposal and look forward to the successful completion of the project.

SIGNATURE:

---

PRINT NAME: Paul Finley, Mayor

---

DATE:

---



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and ArcSpace Studio located at 304 Franklin Street, SE Huntsville, AL 35801 hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought professional services for the Phase One assessment of the Farley-Wann house and to develop a master plan for the newly acquired property; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: conduct a Phase One assessment of the Farley-Wann house to develop an overall master plan for the property, said services to be administered according to Consultant's proposal dated January 27, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

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

**SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount of sixteen thousand dollars (**\$16,000.00**) with an additional contingency amount of no more than one thousand six hundred dollars (**\$1,600.00**) to be made payable to the Consultant upon approval by the City.
- B. Payments to the Consultant shall be on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

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

### **SECTION 3: INDEMNIFICATION & INSURANCE**

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

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

B. **Insurance**: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate ) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

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

affording additional insured coverage as required herein shall provide primary coverage as relates to other insurance carried by the City.

#### **SECTION 4: COMMENCEMENT; TERM**

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

#### **SECTION 5: TERMINATION**

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

#### **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **SECTION 7: EXCUSED PERFORMANCE**

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

#### **SECTION 8: ASSIGNMENT**

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

**SECTION 9: ENTIRE AGREEMENT: WAIVER**

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

**SECTION 10: NOTICES**

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Darryl Bird  
AcrSpace Studio  
Principal Architect  
304 Franklin St., SE  
Huntsville, AL 35801*

**SECTION 11: GOVERNING LAW**

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

**SECTION 12: MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable,

but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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

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



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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA §**

**§**

**COUNTY OF MADISON §**

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

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

\_\_\_\_\_  
Notary Public

ArcSpace Studio  
Consultant

By: DJB

Printed: Darryl Bird

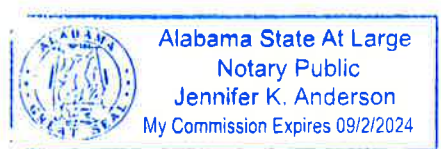
Its: Principal

Date: Feb. 20, 2023

STATE OF ALABAMA                   §  
                                                  §  
COUNTY OF MADISON               §

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

Given under my hand this the 20 day of FEBRUARY, 2023.



Jennifer K. Anderson  
Notary Public

JANUARY 27, 2023



## PROPOSAL

### MARY BETH BROEREN, AICP

Director of Development Services  
City of Madison, Alabama

### FARLEY-WANN HOUSE MASTER PLAN

225 Mill Road  
Madison, Alabama 35758

### RE: PROPOSAL FOR PROFESSIONAL SERVICES

Dear Ms. Broeren:

We enjoyed meeting with you and appreciate the opportunity to present this proposal for professional services related to the City of Madison's Farley-Wann House Master Plan. This proposal is informed by data from outcomes of our Thursday, January 19<sup>th</sup>, 2023 meeting. Topographic information has not been supplied, but will be needed if this project is awarded to Arcspace Studio. It is our understanding that a survey has been completed for this property.

Our understanding of the initial scope of this project is as follows: Professional services, as outlined in the Scope of Architect's Work section, pertaining to the existing historic residence on City of Madison's property, located at 225 Mill Road. The house is two stories and contains approximately 2,500 square feet of heated and enclosed area. We understand services requested include evaluation and restoration of the home to the timeframe between 1920-40s for use as a museum and to develop a master plan of the surrounding property to accommodate the museum use. The materials and systems are to be conventional to residential construction.

We will act with due diligence to complete the work in compliance with a mutually agreed-upon and reasonable schedule. To the greatest extent possible, both the Owner and the Architect should agree to make themselves readily available for necessary consultation.

### SCOPE OF ARCHITECT'S WORK

This scope of work assumes what we feel is an appropriate level of service based on our understanding of your wants and needs. A more detailed explanation of the scope of the Architect's work for this project follows:

#### RECORD DRAWINGS

*Documenting existing conditions*

- Visit the site and existing house to obtain existing measurements and photographs
- Prepare record drawings in the form of floor plans and elevations.

#### MASTER PLAN

*Information gathering, analysis, and design*

- Meet with the Owner to ascertain initial project requirements and scope.
- Analyze site and its surrounding context.
- Develop program requirements.
- Prepare Master Plan.
- Meet with client, Madison Station Historic Preservation Commission and Madison Station Historical Preservation Society for feedback.
- Obtain feedback from City Council



304 Franklin Street SE  
Huntsville, AL 35801



256.536.1160  
256.694.3512



bird@arcspacestudio.com  
www.arcspacestudio.com

**we shape space**

- Update Master Plan based on feedback from meetings.

#### STRUCTURAL EVALUATION

*Evaluation of existing structure*

- Structural Engineer to evaluate existing house.
- Prepare outline document of structural items that need to be addressed.

#### PROFESSIONAL FEE BASIS

For the Record Drawings, we propose an hourly basis of compensation with a Not To Exceed amount of \$4,000, based on the hourly rates stated below.

For the Masterplan, we propose an hourly basis of compensation. We expect the cost will be approximately \$10,000 based on design time, meetings, and subsequent revisions.

For the Structural Evaluation and the outline document, we propose a fixed fee of \$2,000.

Additional services, requested by the Owner and agreed to by the Architect, shall be negotiated or performed based on hourly rates.

#### HOURLY RATES

For work performed on an hourly basis, the following rates shall apply:

- |                                  |               |
|----------------------------------|---------------|
| • Principal Architect            | \$175.00/Hour |
| • Staff Architect                | \$115.00/Hour |
| • Senior Architectural Associate | \$105.00/Hour |
| • Architectural Associate        | \$ 95.00/Hour |
| • Administrative Manager         | \$ 85.00/Hour |

#### PAYMENT TERMS

Invoices will be prepared and emailed at the end of each project phase. Invoices are past due after 30 days at which time interest may be charged at the current prevailing rate.

Reimbursable expenses, plus a 10% handling fee, will be invoiced as incurred. Reimbursable expenses include boundary surveys, geotechnical investigations and reports, fees incurred for required municipal approval, execution of contracts and standard forms, reproduction cost of construction documents, freight and shipping, and the like.

#### OWNERSHIP OF DOCUMENTS

The Architect and the Architect's Consultants shall be deemed the authors and owners of their respective Instruments of Service, including drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Images related to the project may be used for websites and social media posts, as well as submitted for design competitions. In such cases, the Owner's name will not be displayed without permission.

Upon execution of this Agreement, the Architect grants to the Owner, a license to use the Architect's Instruments of Service solely and exclusively for the project.



Sincerely,



**DARRYL BIRD**  
Principal Architect

**ACCEPTANCE**

To approve this proposal, please sign and date below, initial all of the preceding pages, and return to us for our files. We appreciate the opportunity to offer this proposal and look forward to the successful completion of the project.

SIGNATURE:

---

PRINT NAME:

---

DATE:

---



**RESOLUTION NO. 2023-074-R**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR NOTIFICATION OF EXPOSURE TO TRAUMA WITH THE MADISON BOARD OF EDUCATION AND THE NATIONAL CHILDREN’S ADVOCACY CENTER**

**WHEREAS**, the City of Madison, the City of Madison Board of Education and the National Children’s Advocacy Center seek to aide children made the victim of trauma in the home and community by recognizing such and making various accommodations and counseling/treatment services available for said children;

**WHEREAS**, maintaining a confidential notification system amongst these entities will serve the public purpose of providing crisis intervention, school accommodations, counseling and/or other appropriate interventions for the benefit of such children made the victim of trauma;

**BE IT RESOLVED** that the Mayor is authorized and directed to execute on behalf of the City an agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Memorandum of Understanding,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



**Memorandum of Understanding**  
**Among**  
**City of Madison Board of Education**  
**City of Madison, Alabama**  
**and**  
**The National Children’s Advocacy Center**

**Notification of Exposure to Trauma**

**I. PURPOSE**

**The Project.** Childhood exposure to violence and trauma, without appropriate support, is often associated with increased risk of poor outcomes in emotional, behavioral, and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school-related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence and system involvement. “Handle With Care” (“HWC”), a joint project of the City of Madison Board of Education (“School”), the City of Madison Police Department (“LE”), and The National Children’s Advocacy Center (“CAC”), directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur by providing support and on-site trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel. This is a significant effort to make our schools more trauma-informed while also supporting students impacted by trauma exposure.

**Notification of Exposure to Trauma.** This Memorandum of Understanding (“MOU”) will focus on notification to School by LE when a child is exposed to trauma in the home or in the community and seeks to better enable School to handle the child with care upon his or her arrival on the next school day following the incident. The phrase shall be construed broadly and shall include, but shall not be limited to, any event or series of events in which a child is a victim of, witnesses, experiences, is involved in, or is questioned relative to, any of the following: abuse or neglect; the abuse or neglect of a family member, loved one, or pet; controversies associated with child custody, visitation, support, or other domestic relations matters when law enforcement intervention has occurred, or is ongoing or imminent; community violence; the commission of a crime; death or serious injury, or suicide or suicide attempt of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness and /or substance abuse by a parent or caregiver; hospitalization or serious family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts or experiences. Should an LE officer be

uncertain as to whether or not to give notice to School, judgment should be exercised in favor of notification.

## II. LE Agrees to:

- A) Send a notification to School identifying children who have been present for police interactions or otherwise exposed to trauma in the community following the notification protocol as outlined below.
- B) Following LE's contact with a child exposed to trauma, LE shall promptly provide/enter the child's name and, if known, the school attended, into the HWC database. Notification to School of the child's "exposure to trauma" shall be given by LE entering the child's name and school into the Handle With Care database after LE's contact with the family/child.
- C) Notifications will contain no specific information about the incident in order to maintain privacy of the student and their family.
- D) To protect the privacy of the student and family as well as relevant law enforcement interests, LE shall otherwise maintain the confidentiality of students and their families regarding the incident in which the child was exposed to trauma.

## III. City of Madison Board of Education ("School") agrees to:

- A) Designate and train a districtwide point person to receive, manage and disseminate HWC email notifications to designated point persons within each school.
- B) Designate and train one or more point persons within each school to receive and properly manage Handle With Care email notifications relating to a child within the school in a prompt and appropriate manner. Point persons within each school shall be responsible for assuring that teachers, social workers, and other support staff who may receive HWC notifications, are advised regarding appropriate sensitivity and confidentiality to be afforded the information provided.
- C) Receive the HWC notifications described in section II.B. above from LE and disseminate them appropriately to the designated point person(s) within the school attended by the child who is the subject of the notification.
- D) Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point persons within each school will then determine, on a need-to-know basis, the appropriate teachers, social workers, guidance counselors, and any other relevant staff who should be notified relating to the HWC email notification and properly disseminate the notification accordingly.
- E) As deemed appropriate, provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, **but otherwise not addressing the child about the incident.**
- F) Determine need for crisis intervention, on-going counseling, or other intervention if the student is not currently involved with mental health services.



- G) If necessary, the school may contact parents or guardians to obtain appropriate consents for on-going mental health services for the student.
- H) Provide education on trauma informed care to all school personnel, parents, and guardians, as requested and/or as required by law.
- I) Maintain the confidentiality of student's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU but shall not be part of any student's permanent record.

**IV. The National Child Advocacy Center Agrees to:**

- A) Create an electronic HWC database which will include the name of each child exposed to trauma, as well as the school attended by the child, if known, without inclusion of any specific information regarding the incident to which the child was exposed.
- B) Provide for automatic email notifications to School from the HWC database related to any child exposed to trauma who has been added to the database since the last automatic email notifications. Absent extenuating circumstances, the automatic email notifications shall be scheduled to be delivered at 7:00 am on the morning following the child's exposure to trauma.
- C) Provide initial training on HWC with community partners.
- D) Provide trauma training with community partners
- E) Act as HWC Coordinator, to ensure the model is implemented in an appropriate manner to maintain fidelity of the program.

**V. TERMINATION, ADDITIONAL AGENCIES, LIABILITY, and MISCELLANEOUS PROVISIONS:**

- A) Any agency has the right to cancel this MOU with 30 days written notice to the other parties.
- B) Additional agencies, whether or not a law enforcement agency, may become parties to this MOU with the agreement of "School", which may be affected by the execution of an addendum to this MOU by such agency and "School".
- C) Each party shall be responsible for the actions committed by that party and its agents. No party assumes any liability for any actions committed by any other party. However, each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to these provisions. This cooperation will include, but is not limited to, the following:
  - 1) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;
  - 2) Immediate notification to the other party of any claim made against it alleging liability;

- 3) Permit a party of this Agreement to conduct a parallel independent investigation of any incident, and/or
- 4) Make personnel and records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.
- D) This MOU is intended solely for the benefit of the parties hereto and their respective successors and permitted assign and is not for the benefit of, nor may any provision hereof be enforced by, any other person, organization, or entity.
- E) All immunities and privileges enjoyed by the parties under the Constitution of Alabama of 1901, and other applicable laws are specifically claimed by the parties and shall not be waived or compromised in any fashion by execution of this MOU.
- F) By signing this MOU, the contracting parties affirm, for the duration of the attached agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the MOU and shall be responsible for all damages resulting therefrom.

This MOU shall remain in effect until terminated as provided herein.

Effective this 9th day of February 2023.

**City of Madison Board of Education**

By: [Signature]  
Dr. Ed Nichols, Superintendent

**City of Madison ~~Police Department~~ Alabama**

By: [Signature]  
~~Johnny Gandy, Police Chief~~ Paul Finley, Mayor  
Feb. 14, 2023

Attest: [Signature]  
Lisa D. Thomas  
City Clerk - Treasurer

**National Children's Advocacy Center**

By: \_\_\_\_\_  
Chris Newlin, Executive Director

**PROPOSED ORDINANCE NO. 2023-085**

**AN ORDINANCE REGULATING WRECKER SERVICES AND TOWING OPERATIONS**

**BE IT ORDAINED** by the City Council of the City of Madison, Alabama, as follows a new Article X of the Code of Ordinances of the City of Madison is hereby established and adopted and added into Chapter 22 of the City Code, which is entitled Regulation of Wrecker Services and Towing Operations, as follows:

**Section 22-253. Intent.**

It is the intent of the city council to establish standards and regulations for any and all persons and/or entities engaged in the towing of vehicles so that such towing operations are conducted in such a manner as to promote the public health, welfare, and safety of the individual and collective quality of life for Madison residents.

**Section 22-254. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means the operator of a wrecker service who, after being advised of the requirements and regulations for participation therein, makes known his/her desire to voluntarily participate in the city's rotation roster by making application for the same.

*Chief or police chief* shall refer to the chief of the city police department or his/her designee.

*City* means the City of Madison.

*Department* means the city police department.

*Disabled vehicle* means any vehicle which has lost its ability of self-propulsion or its ability to be transported or drawn on a public street by normal methods other than by a wrecker.

*Fire extinguisher* shall mean a portable device used for extinguishing fires as defined by the National Board of Fire Underwriters, dry chemical extinguisher with either a 5- or 10-B.C. rating and underwriters laboratory approval in a quick release carrier which is capable of extinguishing fires.

*Large wreckers* shall be classified as any of the following types of wreckers: Tandem dual wheel or tandem rear end wreckers, or twin booms with factory rated or tested lifting capacity of 12.5 tons or over per drum and per winch and per winch line, with dual drum capacity, hydraulic or power take-off driven, and shall be equipped with dual rear twin-screw axles, and shall be equipped with quick air couplings for towing vehicles with air brakes, and shall be utilized to tow any vehicle having a gross vehicle weight exceeding 10,000 pounds, or any vehicle having dual rear axles or any tractor-trailer combination. The wrecker company shall provide documentation of lifting capacity from the factory or qualified testing facility.

*Motor vehicle* shall mean every vehicle which is self-propelled.

*Owner* means any person who holds a legal title to a motor vehicle or who has the legal right of possession thereof.

*Person* means any individual, partnership or association, syndicate, company, firm, trust, corporation, department, bureau, agency, business, bank, or any entity recognized by law.

*Place of business* shall mean the place where the wrecker company conducts business and is licensed pursuant to municipal law.

*Police officer* means any duly sworn law enforcement officer employed by the city.

*Rotation roster* means the rotation list of wrecker companies available for request by private individuals as prepared and used as provided in the execution of this chapter.

*Street* means a thoroughfare including public streets, lanes, alleys, etc., within the city and its police jurisdiction which is reserved for vehicle traffic.

*Tow* shall mean to remove motor vehicles from one location to another location, for any purpose

*Vehicle* shall mean every device in or by which any person or property is or may be transported or drawn upon a public street, except devices moved only by human power, or used exclusively upon stationary rails or tracks, and shall include trailers and semi-trailers.

*Wrecker* shall mean any motor vehicle used for the purpose of towing or removing motor vehicles from one location to another location, for any purpose.

*Wrecker business* shall mean the act of towing or removing motor vehicles from one location to another location, for any reason, where either the beginning or ending location is within the city. This definition shall not include situations whereby a business owns or leases wreckers for the sole purpose of towing other vehicles owned or leased by the business.

*Wrecker company* shall mean any person engaged in the wrecker business.

*Wrecker operator* means any person who drives or otherwise uses a wrecker for wrecker business as defined herein.

**Section 22-255. Wreckers declared not to be emergency vehicles**

It is hereby declared and determined that wreckers and large wreckers are not emergency vehicles and shall comply with all laws and ordinances relating to motor vehicles.

**Section 22-256. Business license and vehicle inspection permits required**

No person shall engage in the wrecker business or operate wreckers on the streets within the city without first obtaining a license to do business from the City, and without first obtaining a vehicle inspection permit for each wrecker to be operated, in accordance with this chapter to be issued by the police department on an annual basis.

**Section 22-257. Liability**

Each wrecker operator doing business in the city who moves or otherwise makes contact with any vehicle to be towed assumes liability for injury to persons, property damage, fire, theft, or any other acts of negligence stemming from the towing process.

**Section 22-258. Vehicle Inspection**

At any time, the city may inspect the operations of any licensed wrecker company and/or wrecker business to ensure that the business is operating in accordance with the requirements set forth by these Ordinances.

**Section 22-259. Records.**

- (a) Each operator shall maintain accurate records reflecting all wrecker services performed pursuant to his/her participation on the rotation roster. All information printed on the records shall be legible. Each record of wrecker service, and/or tow ticket, shall be

sequentially numbered, and include the pre-printed name, address and phone number of the wrecker company, as well as the following information:

- (1) The date and time the operator was contacted and requested to perform the service;
- (2) The name of the person requesting the service;
- (3) The location of the vehicle;
- (4) A description of the towed vehicle, including license tag and identification number;
- (5) The owner or operator of the vehicle, if known;
- (6) Itemized list of all service charges and fees;
- (7) The name of the wrecker operator; and
- (8) The final disposition of the vehicle;
- (9) Any related police accident, incident, arrest, event, or miscellaneous identification numbers.

Regardless of method of payment, each customer shall be given a written receipt containing the above required information, and a copy of same shall be maintained by the wrecker company for all wrecker services provided.

- (b) All records required herein must be available immediately upon request so long as the request is made between the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday for inspection by the chief or other city representatives. Advanced notice of an inspection by the chief or other city representative shall not be required.
- (c) The operator shall maintain the aforementioned records for the current calendar year and the preceding calendar year.
- (d) A record of all abandoned motor vehicles is to be maintained by the wrecker operator and any abandoned motor vehicle sold or disposed of by the operator shall be so sold or disposed of in accordance with Code of Ala. 1975, §§ 32-13-1 et seq., as may be amended.
- (e) The operator shall notify the Police Department of each and every vehicle that the operator may remove within two (2) hours of removing said vehicle and all operators

shall describe the vehicle to the Police Department with such specificity as necessary for the Department to may maintain an accurate log of each and every car so removed by an operator within the City of Madison.

**Section 22-260. Application and Conditions for Participation in City Wreck Rotation system**

- (a) *Written request for participation in the rotation system.* Each applicant desiring to be placed on the rotation roster shall file a written application with the police chief on a form furnished by the Police Department. A new applicant may file a written application at any time. Once an applicant has been accepted and placed on the rotation roster, applications for renewal shall be submitted in January of each year thereafter and shall adhere to all of the same terms and conditions as apply to new applicants. An applicant may request to discontinue participation in the rotation roster at any time.
- (b) *Equipment certification.* Each applicant shall certify that each wrecker to be utilized in service of the rotation roster meets or exceeds the following requirements at the time application is made:
- (1) For each regular haul wrecker, a conventional wrecker must be equipped with dollies rated for highway use and wheel lift or hydraulic operated tilting bed trucks, with one ton rated chassis or larger and equipped with a broom, which must have a minimum handle length of 30 inches, and shovel, two fully charged 10-B.C. rated fire extinguishers, and agents to remove oil spills from the roadway;
  - (2) The name of the company must be permanently affixed on each side of the wrecker in four inch high or larger letters and the address and telephone number in two inch high or larger letters;
  - (3) All safety equipment, horns, lights, flashers, amber lights, brakes, and other similar equipment must be operational.

- (c) *Copy of rules and regulations.* The chief will furnish each applicant with a copy of the rules and regulations pertaining to the operation of wreckers within the rotation system.
- (d) *Inspection of wreckers and equipment.* Prior to being placed on the rotation roster, the applicant shall present and make available for inspection by the chief all wreckers and equipment that are to be used by the applicant for the provision of wrecker services.
- (e) *Business license required.* Prior to being placed on the rotation roster, the applicant must furnish the chief with a copy of a current, valid business license issued by the city in the applicant's name, and prominently display said license in the applicant's principal place of business. To remain on the rotation roster, the wrecker company's city business license must remain current and valid.
- (f) *Certificate of insurance.* Each wrecker company participating on the rotation roster, from the time he/she moves or otherwise makes contact with any vehicle to be towed, assumes liability for injury to persons, damage to property, fires, or theft resulting from the operator's negligent acts or omissions. Therefore, prior to being placed on the rotation roster, the applicant shall furnish the chief with a certificate of insurance that indicates compliance with the following insurance guidelines:
  - (1) Submit a certificate of insurance naming the city as an additional insured and stating the city will be provided with 30 days' notice of any material change, cancellation or non-renewal. The certificate of insurance should also state that the coverages below are in force:

Minimum coverage and limits acceptable:

<i>a. Automobile dealers</i>	<i>Limits</i>
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or



Covering any auto (21) Owned autos (22)	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00
<i>b. Non dealers (repair operations or storage lots)</i>		
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or	
Covering: Owned autos (22) or specifically described auto (27)*	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

c. <i>Non dealers (no repair operations and no storage lots-wrecker service only)</i>		
Automobile or garage liability	\$100,000.00/300,000.00/100,000.00 limits, or	
Auto coverage: Any auto (1)(2), or limit specifically described autos (7)*	500,000.00 combined single owned autos	
Garage coverage: Owned autos (22) or specifically described autos (27)*		
Auto medical payments	1,000.00 per accident	
Uninsured motorists	20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

(g) *Valid License Plate.* Wreckers are required to maintain a current, valid license plate on each wrecker used in responding to rotation roster calls.

(h) *Authorization, placement on roster.* When the chief is satisfied that the applicant is qualified, he/she will place the applicant on the rotation roster and so notify the applicant.

**Section 22-261. Rates and charges**

(a) The maximum fees for wrecker services, including any credit card processing fees or overhead fees, charged by any wrecker service company on the rotation roster in regard to services provided as a result of rotation system dispatch shall not exceed, but may be less than, the following amounts per wrecker, unless otherwise indicated:

- (1) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,000 lbs. or less—\$150.00.
  - (2) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs.—\$200.00.
  - (3) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00.
  - (4) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem: \$75.00 per trailer or vehicle attached in tandem.
  - (5) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem, when the tandem trailer or other vehicle exceeds 40 feet in length: \$75.00 per trailer or vehicle attached in tandem.
- (Note: Towing services provided hereunder include cleaning of debris from roadway, pickup and towing of vehicle to any destination within the city limits).
- (6) Oil dry: Included in towing services.
  - (7) Righting: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. (For example, if righting a vehicle takes one hour and 38 minutes, the total charge would be  $\$75.00 + 50.00 = \$125.00$ ) If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
  - (8) Righting: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs.—\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.

- (9) Righting: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.
- (10) Winching: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
- (11) Winching: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. —\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.
- (12) Winching: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.

(Note: For the purposes of this section, winching shall be defined as the removal of a vehicle, trailer, or other piece of equipment from a location inaccessible to a wrecker to a location where the object of removal may be safely secured and towed by the wrecker. Winching shall not include any incidental or routine winching necessary to load any

vehicle onto the wrecker. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely).

- (13) Righting or lifting vehicle by airbag, per pound lifted: \$0.035.
- (14) Forklift, backhoe, track hoe, and any other necessary recovery equipment services shall be at commercial rental rates plus ten percent per hour (not including operator).
- (15) No keys to vehicle: Included in towing services.
- (16) Passenger vehicle storage rates:
  - a. First day: \$30.00 (The first day ends at midnight on the day that the vehicle was towed)
  - b. Each day thereafter: \$30.00 (Beginning at midnight on the day after the vehicle was towed.)
- (17) Large haul storage rates: \$75.00 per day, per piece.
- (18) After-hours vehicle release, i.e, times other than Monday through Friday, 8:00 a.m. to 5:00 p.m.: \$35.00.
- (19) Tows to locations outside the city limits only:
  - a. Regular haul: The per mile rate shall be equal to the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.

- b. Large haul: The per mile rate shall be double the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.
- (20) Gate fee, including any fee to bring a vehicle from the storage lot to a vehicle owner, or allowing a vehicle owner to retrieve personal belongings or other items from a vehicle: No charge.
- (21) No fees incurred by the wrecker company to report or enter vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal may be charged if the vehicle is redeemed or returned to the owner or his designee within two calendar days. After two calendar days, no more than \$75.00 may be charged for fees associated with reporting or entering vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal.
- (22) The rates and charges as established herein do not relate to or regulate consensual wrecker services in which the vehicle's owner or operator expressly requests towing or wrecker services from a specific wrecker operator and chooses not to utilize the rotation roster system.

**Section 22-262. Suspension from Rotation Roster**

- (a) If a wrecker company fails to abide by the terms of this Chapter, it shall be subject to suspension from the City Wreck Rotation Roster until it becomes in compliance with the full requirements of this Chapter.

- (b) Any and all operators under contract with the City of Madison for the performance of wrecker and/or towing services that fail to comply with the full requirements of this Chapter may be found to be in breach of said contract and such breach may be grounds for the City to terminate any such contract.
- (c) Any complaints made against a Wrecker business, Wrecker company, and/or wrecker operator shall be made to the police chief or his/her subordinates. There shall be a complaint form that includes at a minimum: (1) The name of the wrecker/wrecker business/wrecker company and/or wrecker operator; (2) the date of the interaction with said wrecker, and (3) the surrounding facts that form the basis of said complaint.
- (d) All operators on a rotation roster and/or under contract with the city for wrecker services shall direct any owners of vehicles with complaints regarding the operator to the police department to log any such complaint with the operator.
- (e) The police chief and/or his/her subordinates are tasked with reviewing said complaints and determining whether any sanction should occur against said Wrecker business, Wrecker company or Wrecker Operator.
- (f) If a Wrecker Business, Company, or Operator has received numerous verified complaints against it for poor service or other improper business techniques, it is within the discretion of the police chief to determine whether a Wrecker business or Wrecker company should be suspended from the City Wreck Rotation Roster.
- (g) If the police chief determines that a suspension is in order for failure to abide by the terms of this Chapter, the following terms of suspension shall govern said suspensions:
  - a. First suspension: 30 days.
  - b. Second suspension: 60 days
  - c. Third suspension: 90 days
- (h) If any further violations occur after three previous suspensions, the City shall have the right to permanently reject the Wrecker Company or Wrecker Business from the

City Wreck Rotation Roster and/or pull the business license of said Wrecker Company or Wrecker Business.

**Section 22-263.** If any provision of this Ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of the code and such amendments and statutes are declared to be severable.

**Section 22-264.** No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

**Section 22-265.** That this ordinance shall become effective upon its adoption and proper publication as required by law.

**READ, PASSED AND ADOPTED** this 13th day of March 2023.

**ATTEST:**

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

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

**APPROVED** this \_\_\_\_\_ day of March 2023.

\_\_\_\_\_  
**Paul Finley, Mayor**  
*City of Madison, Alabama*



**RESOLUTION NO. 2023-073-R**

**A RESOLUTION AUTHORIZING AGREEMENT FOR  
PROFESSIONAL CONTRACTOR SERVICES WITH MIKE GENTLE**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Mike Gentle for certain support services for the City of Madison Public Works Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Contractor Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the 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 Mike Gentle in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**THIS AGREEMENT** for professional contractor services (“Agreement”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Mike Gentle, 4425 Sullivan Street Apt. #1, Madison, Alabama 35758, hereinafter referred to as “Contractor.”

**WHEREAS**, Contractor, after serving in various positions with the City of Madison Public Works Department, retired from service in 2022; and

**WHEREAS**, the City’s Public Works Department will reduce costs and achieve more efficient operation by retaining the services of an experienced professional to assist with certain Public Works services; and

**WHEREAS**, Contractor is a unique provider of such services, and he possesses the experience and qualifications necessary to offer the same to the City; and

**WHEREAS**, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

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

- 1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on an as-needed basis as the Director of Public Works directs:
  - a. Special Event Coordinator
  - b. Weather Event Coordinator
  - c. Advanced Emergency Manager
  - d. FEMA Manager for Weather Related Events Reimbursement for the City
  - e. Inspector for ROW Mowing and Public Works Paving Projects
  - f. Inspector for Parks and Recreation Greenway Mowing
  
- 2. **PAYMENT FOR SERVICES; EFFECT ON RETIREMENT:** City agrees to pay, and Contractor agrees to accept, the sum of twenty two dollars (\$22.00) per hour for the services described in Section 1 of the Agreement.
  - a. Contractor shall not be compensated for meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Public Works.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5<sup>th</sup>) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on his eligibility for or receipt of retirement benefits of any kind.

e. Contractor’s work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama (“ERS”) regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor’s sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

**3. ENTIRE AGREEMENT; NON-WAIVER**

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

**4. EFFECTIVE DATE; TERM**

This Agreement shall become effective at the opening of business on February 28<sup>th</sup>, 2023 and shall expire at the close of business on February 28<sup>th</sup>, 2024.

**5. TERMINATION**

a. Either party may terminate this Agreement with or without cause upon twenty four (24) hours’ written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be an employee of the City nor shall he be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose his work hours.

**7. INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his obligations under this agreement.

**8. ASSIGNMENT OF CONTRACT**

Consultant may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

**9. GOVERNING LAW**

The laws of the State of Alabama shall govern this Agreement.

**10. NOTICES**

All notices to City shall be addressed to:                      All notices addressed to Consultant shall be addressed to:

City of Madison  
Public Works Department  
240 Palmer Road  
Madison, Alabama 35758

Mike Gentle  
4425 Sullivan Street, Apt. #1  
Madison, Alabama 35758

With a copy to:  
City Attorney

Legal Department  
100 Hughes Road  
Madison, AL 35758

## **11. SEVERABILITY AND WAIVER**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

## **12. EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with the law, decree, or order of any governmental agency or of any judicial, legislative, or executive 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 whatsoever, said reason 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 hindered may, at its option, suspend without liability, the performance of its obligations hereunder.

Should such suspension or delay lawfully last more than five (5) calendar days, the parties agree that this Agreement shall be terminated in its entirety and that the only liability accruing to either party shall be payment to the other of any monies due and owing at the time the suspension or delay began.

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

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

\_\_\_\_\_  
Notary Public

**Mike Gentle, Contractor**

\_\_\_\_\_  
Mike Gentle

\_\_\_\_\_  
Date

**STATE OF ALABAMA**            §  
                                          §  
**COUNTY OF MADISON**       §

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

Given under my hand and the official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. 2023-93-R****RESOLUTION TO AWARD BID FOR #2023-001-ITB  
FOR GRAVEL AND AGGREGATE TO ROGERS GROUP INC.**

**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 the provision of gravel and aggregate for City Hall and other City properties (Project #2023-001-ITB); and

**WHEREAS**, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about February 8, 2023, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after review and consideration of all Bids submitted, City staff has informed the City Council that **ROGERS GROUP INC.**, has submitted a Bid for the unit prices set forth in its Bidder Pricing Sheet, which is attached hereto, for the gravel and aggregate, and is the lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid;

**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 **ROGERS GROUP INC.** as the lowest responsible, responsive bidder, for the unit prices set forth in its submitted Bidder Pricing Sheet which is attached hereto and incorporated herein by reference.

**SECTION 3.** That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute an agreement for a term not exceeding three (3) years on behalf of the City of Madison, Alabama, with **ROGERS GROUP INC.** for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

**SECTION 4.** That upon request and notification from the appropriate department that the terms preceding and qualifying payment have been satisfied, the Finance Director is hereby



authorized to forward payment to **ROGERS GROUP, INC.** in the amount(s) and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** this 27 day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**



CITY OF MADISON  
BID AND PROCUREMENT AREA  
100 HUGHES ROAD, MADISON, AL 35758  
[BIDS@MADISONAL.GOV](mailto:BIDS@MADISONAL.GOV) / 256-772-5665  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

STATE OF ALABAMA           §  
MADISON COUNTY           §           **ADVERTISEMENT FOR INVITATION TO BID**  
CITY OF MADISON           §

The project herein advertised shall be known and referenced as **Crushed Stone and Aggregate Base | #2023-001-ITB**, said project consisting of the furnishing of all labor, transportation, materials, and equipment as required by and according to the details and specifications contained in the Invitation to Bid and as generally described as follows:

*Provision of crushed stone and aggregate base for the City of Madison for a term of twelve (12) months subject to two (2) renewals of said term, the length of total contract award not to exceed three (3) years.*

All work is to be performed per the general and technical specifications contained in the Invitation to Bid packet. No pre-bid conference will be held for this ITB, and no pre-qualification of vendors is required.

Sealed bids for the performance of such work will be received in the **Finance Department** located on the main level of the Madison Municipal Complex, 100 Hughes Road, **until 9:00 am local time on Wednesday, February 8, 2023**. Immediately thereafter, all bids submitted for the project will be opened in Conference Room 130 and evaluated with the intention of awarding a contract to the lowest and most responsible and responsive bidder.

**Bids must be submitted** on the required forms provided by the City of Madison Finance Department and may not be faxed or e-mailed. Bid documents can be obtained from the City of Madison’s website at [www.madisonal.gov](http://www.madisonal.gov) under Open Bids.

----- CITY OF MADISON, ALABAMA, a municipal corporation -----  
PAUL FINLEY, MAYOR

[END ADVERTISEMENT FOR BID]

DISPLAYED JANUARY 24, 2023 TO FEBRUARY 8, 2023  
ON THE CITY HALL LOBBY BULLETIN BOARD

*City of Madison, Alabama*  
*Finance Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE**  
**(Joint Bid with Madison Utilities)**  
*Issued January 23, 2023*

**BID PACKET**

**SECTION A. GENERAL CONDITIONS OF INVITATIONS TO BID.**

**1. PREPARATION OF BID.**

Your submitted Bid must be prepared in accordance with the following standards:

- (1) The City's Bid Forms must be used in submitting your Bid.
- (2) All information required by the Bid Forms must be completely provided and written or typed in clear, legible print in order for the City to consider the Bid. Anywhere a signature is required, such must be made manually and by an authorized agent of Bidder. **NO STAMPED, COPIED, ELECTRONIC OR DIGITAL SIGNATURES WILL BE ACCEPTED.**
- (3) Unit prices shall be shown where required and, where there is an error in extension of price, the unit price shall govern. Where any price is written in words and numbers, in the event of a conflict, words shall govern.
- (4) Bidder shall not include federal taxes or State of Alabama sales, excise, or use taxes in bid prices as the City is exempt from payment of same. An exemption certificate will be signed where applicable and upon request.
- (5) It is Bidder's sole responsibility to thoroughly examine all drawings, specifications, conditions, schedules, instructions and all associated Bid Documents and to make himself familiar with the details thereof before submitting his Bid, and then to adhere strictly thereto in the submission of his Bid.
- (6) Bidder shall make all investigations necessary to fully inform himself of the support systems necessary to ensure his delivery of all items, materials, equipment, and services as required by the conditions and specifications set forth in these Bid Documents. No plea of ignorance by Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on his part to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the City's requirements or the a vendor's compensation.
- (7) Bidder is advised that all City contracts are subject to every applicable legal requirement provided for under local, state, and federal law.

**2. DESCRIPTION OF GOODS | SERVICES.**

- (a) Any manufacturer's name, trade name, brand name, or catalog number used in specifications are for the purpose of describing and establishing general quality levels. Bids will be considered for any brand which meets the quality of the specifications listed for any items.

- (b) Bidder is required to state exactly the goods and/or services he intends to furnish and the manner in which he will provide the same to the City; otherwise, he will be expected and required to perform as specified in these Bid Documents. City will not—and shall not be expected to—interpret or construe vague or ambiguous language in favor of Bidder.
- (c) Bidder must submit with his Bid Forms all data necessary for the City to properly evaluate and determine the quality of the item(s) and/or the services he is offering to provide. Bidder shall not presume City possesses any prior general or specific knowledge about any specific item(s) or services being offered by Bidder.

### 3. SUBMISSION OF BID.

- (a) Bid Forms and all supporting and required documents must be delivered to the Finance Department by **9:00 am local time on Wednesday, February 8, 2020**. Immediately thereafter, all timely-submitted Bids will be publicly opened in Conference Room 130 on the main level of the Madison Municipal Complex. No late bids will be accepted.
- (b) Bids must be enclosed in a sealed envelope and delivered by USPS, private carrier, or hand-delivery, addressed as follows:

**C/O Jon Howard  
Competitive Purchasing  
City of Madison Finance Department  
Madison Municipal Complex  
100 Hughes Road  
Madison, Alabama 35758**

- (c) Bidder's name and address, the Bid Number and Title, the Point of Contact's name and phone number, Bidder's General Contractor's License Number (if applicable), and the Date of Bid Submission must be clearly printed on the outside of the envelope. Must include one original and one copy of the bid.
- (d) **Bids will not be accepted by e-mail or fax.**

### 4. REJECTION OF BIDS.

- (a) The City may reject a Bid if:
  - (1) Bidder misstates or conceals any material fact in his Bid;
  - (2) The Bid does not strictly conform to the law or the requirements set forth in the Bid Conditions or Bid Specifications; or
  - (3) The Bid is conditional, except that Bidder may qualify his Bid for acceptance by the City on an "all or none" basis or a "low item" basis. An "all or none" basis Bid must include all items upon which Bids are invited.
- (b) Further, the City reserves the right to reject all Bids whenever it is deemed in the best interests of the City to do so and to subsequently issue a new Invitation or to eliminate this procurement project completely. The City may also waive any minor informalities, technicalities, or irregularities in any Bid received.

### 5. WITHDRAWAL OF BID.

Bids may be withdrawn only until the time set for the Bid Opening and must be done in writing by an authorized representative of the Bidder. E-mail communication is not sufficient to request withdrawal of a

Bid; the written notification must be hand-delivered or delivered in the same manner as the Bid was originally sent.

**6. LATE BIDS OR MODIFICATIONS.**

Bids may be modified only until the time set for the Bid Opening and must be done in writing by an authorized representative of the Bidder. E-mail communication is not sufficient to submit a Bid modification; it must be hand-delivered or delivered in the same manner as the Bid was originally sent. Any Bid or Bid modification received after the time set for the Bid Opening will not be considered.

**7. CLARIFICATIONS OR OBJECTIONS TO BID SPECIFICATIONS.**

Any requests from potential Bidders for clarification of Bid Specifications or for additional information related to this project must be submitted through the ProcureWare portal found on the City's website at <http://www.madisonal.gov/> no later than **5:00pm local time on Thursday, February 2, 2023**.

**8. PRICING.**

- (a) Each individually-priced item or service must be properly identified and unit price clearly shown as requested on the Bidder Pricing Sheet. Bid prices must be net and all freight charges shall be—and will be assumed by the City to be—included in the Bid prices.
- (b) All prices and notations must be printed in ink, typewritten, or computer-generated. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, but each must be initialed in ink by the person authorized to sign the Bid or the correction will not be considered.

**9. SAMPLES.**

Samples, when required, must be submitted within the time specified at no expense to the City of Madison. If not destroyed or used up during testing, samples will be returned only upon request and only at the Bidder's expense. Each individual sample must be labeled with Bidder's name and the manufacturer's brand name and number.

**10. AWARD OF CONTRACT.**

- (a) The Bid will be awarded to the lowest responsible Bidder submitting the lowest responsive Bid.
- (b) It is anticipated that the City will make award to only one (1) vendor. However, as the best interests of the City of Madison may require, the City reserves the right to accept and award by individual items; by groups of items; all or none; or a combination thereof, with one or more suppliers.
- (c) If two or more Bids received are for the same total amount or unit price, quality and service being equal, the Bid shall be awarded to a local Bidder in accordance with applicable statutory preferences for the same.
- (d) A written award of acceptance evidenced by the City's issuance of a Purchase Order which is mailed or otherwise furnished to the successful Bidder shall be deemed a binding contract.

**11. DELIVERY/RECEIPT OF GOODS OR SERVICES.**

Delivery and/or receipt of goods or services shall be scheduled with the Director of Public Works unless

otherwise specified in Section B.

**12. QUALITY AND CONDITION OF MATERIALS AND PACKAGING.**

All items furnished must be new, clean, and free from defects. All workmanship must be first-run, first-quality production. No defect that may in any way affect the performance, durability, or fitness for a particular purpose of the items furnished will be tolerated. All packaging and shipping containers shall be new and suitable for storage or shipment of the items procured, and the submitted Bid pricing shall include the costs thereof.

**13. CLAIMS.**

The successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS.**

Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this Bid and any resulting contract.

**15. PROVISION FOR OTHER DEPARTMENTS.**

Unless otherwise stipulated by the Bidder, the Bidder agrees when submitting his Bid to make available to all City departments the Bid prices he submits in accordance with the Bid terms and conditions, should any other department wish to buy under this Bid.

**16. INSURANCE.**

Bidder must submit with its Bid Packet evidence of sufficient insurability. Upon award, the successful Contractor must file with the City satisfactory evidence of insurance according to the requirements set forth in Section B. Satisfactory evidence of insurance shall include, at a minimum, the insurer's "Certificate of Insurance."

**17. SURETY AND INSURER QUALIFICATIONS.**

All certificates of insurance and bonds furnished in connection with the Work to be performed under this Contract shall be countersigned by a licensed agent residing and engaged in doing business in the State of Alabama. The surety and insurer shall be licensed and authorized to do business in the State of Alabama. The surety companies on bonds shall be rated A- or better by A. M. BEST and listed on the United States Treasury Department 570 list.

**18. CONTRACT ASSIGNMENT AND SUBLETTING.**

A successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the City. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the City immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

## 19. TERMINATION.

Either party may terminate the contract resulting from award of this Bid, with or without cause, by providing thirty (30) days written notice to the other party.

## SECTION B. SPECIAL CONDITIONS AND BID SPECIFICATIONS.

### 1. INTENT AND RESOLUTION OF CONFLICT.

The intent of these Special Conditions and of the specifications set forth hereinafter is to further define the procedural and technical requirements for furnishing the City of Madison and Madison Utilities with **Crushed Stone and Aggregate Base** as outlined in the Bid Specifications.

Section A, "General Conditions of Invitations to Bid," and this Section B, "Special Conditions," shall be considered together as the particular specifications of this Bid. In the event of conflict, the provisions of this Section B shall prevail.

### 2. BIDDER REQUIREMENTS.

**Certification:** The Bidder must possess current certification, at the time of the bid opening, from the State of Alabama Department of Transportation Bureau of Materials and Tests, and the Bidder's plant(s) for supplying the subject materials must meet the requirements set forth in the current edition of the State of Alabama Department of Transportation Standard Specifications for Highway Construction. This certification is required by Act No. 788, Regular Session of the 1977 Legislature, to be eligible to bid. No bid award will be made to any vendor not legally certified prior to the opening of this bid. Copies of such certifications shall be submitted with the bid response.

### 3. GOODS AND TRANSPORTATION REQUIREMENTS.

All materials furnished shall conform to the requirements of the State of Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, and supplemental specifications and special provisions in effect at the time of the bid opening.

Prices quoted must be FOB carrier / "free carrier" with no restrictions on the City's choice of carrier.

### 4. TIME FOR COMPLETION; TIME OF THE ESSENCE.

Upon the City's presentation to Bidder of a purchase order, **vendor shall deliver subject materials within twenty-four (24) hours.** Due to the nature of the projects requiring the provision of the subject materials and the damage and inconvenience to the City and its citizens that would be caused by delay in the provision thereof, ***time is of the essence*** in the successful Bidder's provision to the City of the subject materials.

### 5. LIQUIDATED DAMAGES PROVISION.

By submission of its Bid, Bidder acknowledges and accepts that if it fails to produce the subject materials according to the timeline set forth in Section B, 4., Bidder shall be assessed liquidated damages in an amount equal to any lost time incurred by the City as a result of the delay as well as any costs incurred by the

City to obtain a reasonable substitution. Further, Bidder agrees that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

**6. INSURANCE & LIABILITY.**

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
<b>Worker's Compensation</b>	Statutory
<b>Employer's Liability</b>	\$500,000 each employee, each accident and policy limit
<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000
General Aggregate	\$2,000,000
<b>Automobile Liability</b>	\$1,000,000 each accident, combined single limit

Table 6

**(a) Generally**

Contractor shall procure and maintain, at its expense, the minimum insurance coverage limits found in **Table 6** insuring all services, work, activities and contractual obligations undertaken as a result of the award and acceptance of a Contract from this ITB. Contractor shall bear full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the City for any losses incurred in association with this ITB or a resulting Contract. It is Contractor's responsibility to verify satisfaction of these requirements and to obtain pricing to meet them prior to submitting the Bid. All insurance policies presented to City must be with insurers acceptable to the City's insurance carrier and final approval of insurance shall rest solely with said carrier.

**(b) Limits & Self-Insured Entities**

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by City. If Contractor is owned by a parent company and the financials are in the name of the parent, the City requires a parental guarantee contract for the obligations accepted by Contractor. City reserves the right to review and revoke self-insure status if Contractor's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade; there is a material change in the audited financials; or Contractor is acquired or undergoes any other change in the ownership structure.

**(c) Holding of Policy Required**

The appropriate form providing proof of insurance, or a letter equivalent from the Bidder's insurance carrier, must be submitted with each Contractor's Bid, or, in the alternative, Contractor may provide a copy of its current insurance policy or policies reflecting the coverages required herein.



In any event, Contractor shall not commence work until it has obtained all required insurance and such insurance has been approved and accepted by City. Contractor shall maintain the required insurance during the entire term of the Contract, including any renewals thereof. Failure to comply with this provision may result in termination of the Contract.

**(d) Form & Issuance of Policy**

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A.M. BEST and signed by an authorized agent, protecting both Contractor and City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover all operations under the Contract, regardless of the property upon which they are carried out. All coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

**(e) City and MU as Additional Insureds**

City and Madison Utilities must be included as additional insureds on the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, MU, and their individual officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the City or MU.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

***The City of Madison, Alabama, and its officials, employees, agents and representatives and the Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives are included as additional insureds as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the City of Madison, Alabama, and its officials, employees, agents and representatives and Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives.***

The certificate holder will be ***City of Madison, Alabama, a municipal corporation, 100 Hughes Road, Madison, Alabama 35758***. The original certificate of insurance must be received by the City prior to any Contract between the parties being considered finally executed and in effect.

**(f) Contractor's Responsibility Continues**

The obtaining and maintaining by Contractor of the insurance required herein shall not relieve Contractor of any responsibilities, obligations, or duties to the City pursuant to the Contract.

**(g) Insurance not to be an Additional Cost**

Contractor shall bear the cost of all required insurance and shall include in the Bid a sufficient amount to cover the cost thereof.

**(h) Pending Claims, Effect**

In the event the insurance program required by City has any pending claims, either at the time the certificate of insurance is produced or to later come to the attention of Contractor, which may limit or exhaust any aggregate limits by more than twenty percent (20%), City shall be notified of the same within ten (10) days of Contractor being made aware. City may require additional insurance or a reinstatement of the limits of liability as necessary to protect the financial interest of the City.

**(i) Lapse/Alteration of Coverage, Effect**

In the event Contractor cancels, alters, fails to renew, or allows the required insurance program to be modified to a material degree, Contractor must provide immediate written notice to City explaining the circumstances and detailing the effect on City. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the City's insurance requirements is provided. Contractor may elect to change insurance carriers without prior approval, but any replacement policy(ies) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by City.

**(j) Insurance Limits & Sufficiency**

Neither the setting of insurance limits/requirements nor the acceptance or approval of the same by City imply or represent that the provided coverage or the insurance carrier is sufficient or that such insurance actually has been obtained in an appropriate manner.

**(k) Subcontractors**

In the event a Bid involving the use of subcontractors is accepted and approved by the City, all subcontractors will be held to the same standards of performance, responsibility, liability, and insurability as Contractor. Accordingly, a subcontractor would be required to take out and maintain the type and limits of insurance required herein to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor, Contractor shall remain responsible for any liability directly or indirectly arising out of the Work performed, regardless of whether or not the Work is covered by the subcontractor's insurance. Contractor shall not allow any subcontractor to commence work on the Project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of their performance on the Contract.

**(l) City's Right to Review Coverage**

City shall have the right to inspect and approve Contractor's insurance coverage as it is obtained and at any time during the term(s) contemplated by this ITB. Should the City deem it advisable to modify the coverage in any way beyond the required limits set forth herein, it shall so request of Contractor in writing. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of Contractor hereunder.

**(m) Worker's Compensation Insurance**

During the term of the Contract and any extensions thereof, Contractor shall take out and maintain Worker's Compensation Insurance as required by Alabama law for all of its employees employed at the sites of the Project. Additionally, Contractor shall require any subcontractor to provide Worker's Compensation Insurance for all of its employees as well, unless such employees are covered by Contractor's policy.

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

**(n) Comprehensive Automobile and Vehicle Liability Insurance**

During the term of the Contract and any extensions thereof, Contractor shall maintain comprehensive automobile and vehicle liability insurance as set forth in Table 6. Such policies shall be endorsed to cover the City and its officers, agents, and employees as additional insureds for any claims arising out of the Work performed under the Contract. This insurance shall be primary and non-contributory as to such endorsed insureds.

**(o) Indemnity**

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

**7. TERM OF CONTRACT.**

The term of service shall be for a period of one (1) year from the date of City Council approval of the award of this Bid and shall automatically renew on the anniversary thereof at the original Bid prices, specifications, and term for up to two (2) additional one (1) year periods for a **total maximum contract term of three (3) years from the date of award by the City Council**, unless sooner terminated pursuant to the provisions of Section A.

**BID SPECIFICATIONS**

The City of Madison and Madison Utilities reserve the right to order various quantities on an as-needed basis. The price per ton shall include all costs, including delivery charges. Vendors must submit a total price per ton picked up at the plant or delivered as per the pricing chart in Bid Forms.

	DESCRIPTION OF PRODUCT
1.	Surge Pile
2.	Dense Graded Base
3.	1 1/2" Crushed Stone Base/Crusher Run
4.	Dry Manufactured Sand
5.	1/2" Crushed Stone Base/Crusher Run
	Alabama Highway Department Number
6.	AHD #5
7.	AHD #57
8.	AHD #78
9.	AHD #7/78
10.	AHD #810
11.	AHD #2
12.	AHD #67 – Washed Stone
13.	AHD #89
14.	AHD, Class 1 Rip-rap
15.	AHD, Class 2 Rip-rap

[END OF BID PACKET]

Revised 01/04/2021

ALABAMA DEPARTMENT OF TRANSPORTATION  
TRANSMITTAL FORM  
FOR  
SOURCE APPROVAL

SOURCE NAME: # 12108 (1844), Rogers Group (PEB # 4687)

PRODUCER: Rogers Group Inc.

ADDRESS: West Huntsville Quarry  
26024 Newby Road  
Madison, AL 35756

DATE / REQUEST: 2022 Re-evaluation

**MATERIALS AND TEST RECOMMENDATION:** Approve

This source of Crushed Limestone does meet the requirements of the Alabama Department of Transportation Specifications for section 801. This material was sampled from a stockpile located at Madison, AL and is a Type I source and is hereby recommended for addition to List I-1.

Additional comments:




William C Quillin  
Aggregate Lab Manager

**PRODUCT EVALUATION BOARD ACTION:**

Date of Product Evaluation Board Meeting:

Circle One:  Approve  Disapprove

This form is to notify the Producer/Manufacturer of APPROVAL OR DISAPPROVAL of the source listed above for inclusion into the Materials, Sources, and Devices with Special Acceptance Requirements (MSDAR) Manual. If approved, the source can be found in MSDSAR List I-1 and will remain as an approved source for 12 months. If disapproved, the source will not be added to any MSDAR lists and an accompanying letter will be attached with a detailed explanation of the disapproval.

  
Earnest L. Colvin, II, P.E.  
Product Evaluation Engineer

JUL 11 2022  
Date

Revised 01/04/2021

ALABAMA DEPARTMENT OF TRANSPORTATION  
TRANSMITTAL FORM  
FOR  
SOURCE APPROVAL

SOURCE NAME: #10269 (1758), Rogers Group (PEB # 2915)

PRODUCER: Rogers Group Inc.

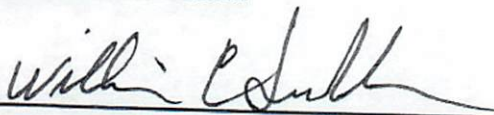
ADDRESS: Lacey's Springs Quarry  
149 Parks Chapel Road  
Lacey's Spring, AL 35754

DATE / REQUEST: 2022 Re-evaluation

**MATERIALS AND TEST RECOMMENDATION:** Approve

This source of Crushed Limestone does meet the requirements of the Alabama Department of Transportation Specifications for section 801. This material was sampled from a stockpile located at Lacey's Spring, AL and is a Type I source and is hereby recommended for addition to List I-1.

Additional comments:



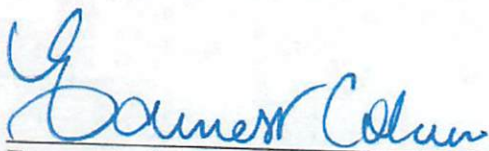
William C Quillin  
Aggregate Lab Manager

**PRODUCT EVALUATION BOARD ACTION:**

Date of Product Evaluation Board Meeting:

Circle One:  Approve  Disapprove

This form is to notify the Producer/Manufacturer of APPROVAL OR DISAPPROVAL of the source listed above for inclusion into the Materials, Sources, and Devices with Special Acceptance Requirements (MSDAR) Manual. If approved, the source can be found in MSDSAR List I-1 and will remain as an approved source for 12 months. If disapproved, the source will not be added to any MSDAR lists and an accompanying letter will be attached with a detailed explanation of the disapproval.



Earnest L. Colvin, II, P.E.  
Product Evaluation Engineer

JUL 11 2022

Date

Revised 01/04/2021

ALABAMA DEPARTMENT OF TRANSPORTATION  
TRANSMITTAL FORM  
FOR  
SOURCE APPROVAL

SOURCE NAME: #10275 (1802) Rogers Group Inc. (PEB# 2521)

PRODUCER: South Limestone Quarry

ADDRESS: 520 Three Mile Lane  
Tuscumbia, AL 35674

DATE / REQUEST: 2023 Re-evaluation

**MATERIALS AND TEST RECOMMENDATION:** Approve

This source of Limestone does meet the requirements of the Alabama Department of Transportation Specifications for section 801. This material was sampled from a stockpile located at Tanner, Al. and is a Type I source and is hereby recommended for addition to List I-1.

Additional comments:



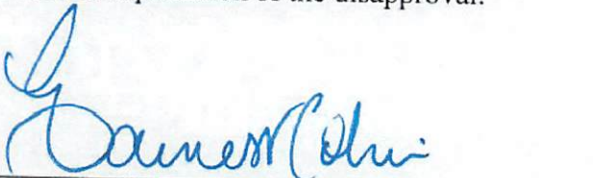
William C Quillin  
Aggregate Lab Manager

**PRODUCT EVALUATION BOARD ACTION:**

Date of Product Evaluation Board Meeting:

Circle One:  Approve  Disapprove

This form is to notify the Producer/Manufacturer of APPROVAL OR DISAPPROVAL of the source listed above for inclusion into the Materials, Sources, and Devices with Special Acceptance Requirements (MSDAR) Manual. If approved, the source can be found in MSDSAR List I-1 and will remain as an approved source for 12 months. If disapproved, the source will not be added to any MSDAR lists and an accompanying letter will be attached with a detailed explanation of the disapproval.

  
\_\_\_\_\_  
Ernest L. Colvin, II, P.E.  
Product Evaluation Engineer

AUG 01 2022

\_\_\_\_\_  
Date

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division  
**INVITATION TO BID**  
**#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE**  
Issued January 23, 2023

**BID SUBMITTAL FORM**

**A. BIDDER'S INFORMATION**

Legal Name: Rogers Group Inc.

Business Address: 2512 Triana Blvd. SW  
Huntsville, AL 35895

Business Phone: 256-771-3234 Company's E-mail: nick.scott@rogersgroupinc.com

Authorized Representative: Nick Scott

Title: Sales Manager

Representative Phone: 256-771-3234 (work) \_\_\_\_\_ (cell)

Representative's Email Address(es): nick.scott@rogersgroupinc.com

**B. ADDENDA**

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

**C. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS**

Because the City is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid on any area or on the entire Project shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the City. Bidder acknowledges City's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption, subject to the review of the City Attorney and the Director of Finance.

**D. BIDDER'S DECLARATION AND UNDERSTANDING**

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder understands and agrees that if the Bid is awarded, the City may elect to award to one vendor, or to any combination of vendors that best serves the interests of the City.



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

**By my signature below, I swear or affirm that I am an authorized representative of the above-named Bidder; that I have read and am aware of each of the terms, conditions, requirements, and specifications contained in this Bid Packet; and that, on behalf of the Bidder, I acknowledge and accept each provision thereof and submit this Bid in accordance therewith. To the best of my information and belief, the information contained in the Bidder's response is true and correct and the City may rely thereon in its awarding of the Bid.**

This Bid submitted in response to the above-cited Invitation to Bid on the 8<sup>th</sup> day of February, 2023.

By:   
Signature of Bidder's Authorized Representative

Its: Sales Manager  
Title of Authorized Representative

Date: 2/6/2023

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division  
**INVITATION TO BID**  
**#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE**  
Issued January 23, 2023

**IMMIGRATION LAW COMPLIANCE FORM**

BIDDER NAME: Rogers Group Inc

ADDRESS: 2512 Triana Blvd SW

CITY/STATE/ZIP: Huntsville, AL 35805

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

I hereby attach E-Verify as proof of Bidder's enrollment in E-Verify.

I, Nick Scott, as Sales Manager  
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.

2/7/2023  
Date

Nick Scott  
Signature of Authorized Representative



Employment Eligibility Verification

Welcome  
Connie Edwards

User ID  
CEDW5206

Last Login  
05:01 PM - 01/30/2012 Log Out



Click any for help

- Home
- My Cases
- Now Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

### Company Information

**Company Name:** Rogers Group, Inc.

**Company ID Number:** 362097

**Doing Business As (DBA) Name:** Rogers Group, Inc.

**DUNS Number:** 057013287

[View / Edit](#)

**Physical Location:**

**Address 1:** 421 Great Circle Road

**Address 2:**

**City:** Nashville

**State:** TN

**Zip Code:** 37228

**County:** DAVIDSON

**Mailing Address:**

**Address 1:** P. O. Box 25250

**Address 2:**

**City:** Nashville

**State:** TN

**Zip Code:** 37202

### Additional Information:

**Employer Identification Number:** 351418333

**Total Number of Employees:** 1,000 to 2,499

**Parent Organization:** Rogers Group, Inc.

**Administrator:**

**Organization Designation:**

**Employer Category:** Federal Contractor with FAR E-Verify Clause

**Federal Contractor Category:** None of these categories apply

**Employees being verified:** All new hires and all existing employees assigned to a Federal contract

**NAICS Code:** 212 - MINING (EXCEPT OIL AND GAS)

[View / Edit](#)

**Total Hiring Sites:** 01

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)

[View MOU](#)



Company ID Number: 362997

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Rogers Group, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCE), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-





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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

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

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

### ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

#### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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#### ARTICLE IV

##### SERVICE PROVISIONS

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

#### ARTICLE V

##### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



**Company ID Number: 362997**

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 362997

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

<b>Employer: Rogers Group, Inc.</b>	
<b>Connie Edwards</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>10/07/2010</b> Date
<b>Department of Homeland Security -- Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>10/07/2010</b> Date
<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	Rogers Group, Inc.
Company Facility Address:	421 Great Circle Road Nashville, TN 37228
Company Alternate Address:	P.O. Box 26250 Nashville, TN 37202
County or Parish:	DAVIDSON
Employer Identification Number:	361418333



Company ID Number: 362997

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	89
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> <li>• ALABAMA 5 site(s)</li> <li>• KENTUCKY 13 site(s)</li> <li>• TENNESSEE 49 site(s)</li> <li>• ARKANSAS 9 site(s)</li> <li>• INDIANA 13 site(s)</li> </ul>	

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

Name:	Zena H Swendiman	Fax Number:	(615) 780 - 5813
Telephone Number:	(615) 780 - 5651		
E-mail Address:	zena.swendiman@rogersgroupinc.com		
Name:	Connie S Edwards	Fax Number:	(615) 564 - 5710
Telephone Number:	(615) 780 - 5710		
E-mail Address:	connie.edwards@rogersgroupinc.com		



# E-Verify

## Employment Eligibility Verification

Welcome **Connie Edwards** User ID **CEDW5205** Last Login **05:01 PM - 01/30/2012** [Log Out](#)



[Click any icon for help](#)

- [Home](#)
- [My Cases](#)
- [New Case](#)
- [View Cases](#)
- [Search Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- [My Company](#)
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Contact Us](#)

**!** You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

### Hiring Sites

Previous		Next	State	Number of Hiring Sites
<a href="#">Add</a>				
<a href="#">Edit</a>	<a href="#">Delete</a>		ALABAMA	5
<a href="#">Edit</a>	<a href="#">Delete</a>		ARKANSAS	9
<a href="#">Edit</a>	<a href="#">Delete</a>		INDIANA	13
<a href="#">Edit</a>	<a href="#">Delete</a>		KENTUCKY	13
<a href="#">Edit</a>	<a href="#">Delete</a>		MISSISSIPPI	1
<a href="#">Edit</a>	<a href="#">Delete</a>		NORTH CAROLINA	1
<a href="#">Edit</a>	<a href="#">Delete</a>		TENNESSEE	40

[Previous](#) [Next](#)

[Next](#) [Cancel](#)


**ROGERS GROUP, INC.**

P. O. Box 25250


Nashville, TN 37202

Phone: (615) 242-0585

**Darin Matson**

President and Chief Executive Officer

TO: All Employees and Potential Employees

FROM: Darin Matson  
President and Chief Executive Officer 

DATE: August 31, 2021

SUBJECT: Reaffirmation of Affirmative Action/Equal Opportunity

Rogers Group and its affiliated companies benefit from contracts with federal, state and local government entities. In order to retain our ability to receive government contracts, we must remain in compliance with Executive Order No. 11246 & 13672, Rehabilitation Act of 1973, the Vietnam-Era Veterans' Readjustment Assistance Act of 1974 and Services Employment and Re-employment Rights Act of 1994.

It is the policy of Rogers Group to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, gender identity, sexual orientation or any other protected characteristic defined by law. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Since remaining eligible for government contracts is directly related to our continued success as a company, I encourage each one of you to continue to create a work environment based on merit, experience and other work-related criteria consistent with federal, state and local regulations. I especially encourage our employees in leadership positions to promote an inclusive work environment free from discrimination and harassment.

Marty Tubbs, Director of Human Resources, is the Corporate Equal Employment Officer for Rogers Group, Inc., and is responsible for working to ensure we are taking consistent personnel actions, creating a positive work environment and meeting government regulatory guidelines. In addition, Marty is responsible for working with managers to develop and administer our company-wide Affirmative Action Plan. Anyone having questions, comments or complaints regarding our equal employment and affirmative action policies, should contact Marty directly at 615-780-5673. If you want to report your concerns anonymously, please contact the Alert line at (800) 932-5378. Your concerns will be promptly investigated.

*An Equal Opportunity Employer: Minority/Female/Vets/Disability/Gender Identity/Sexual Orientation*  
[www.rogersgroupinc.com](http://www.rogersgroupinc.com)

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division  
**INVITATION TO BID**  
**#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE**  
Issued January 23, 2023

**DISCLOSURE STATEMENT**

BIDDER NAME: Rogers Group Inc.

ADDRESS: 2512 Triana Blvd

CITY/STATE/ZIP: Huntsville, AL 35805

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

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?  
     Yes        X   No

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

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

I, Nick Scott, as Sales Manager  
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.

2/7/2023  
Date

Nick Scott  
Signature of Authorized Representative

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division  
**INVITATION TO BID**  
**#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE**  
Issued January 23, 2023

**STATEMENT OF NON-COLLUSION**

BIDDER NAME: Rogers Group Inc.

ADDRESS: 2512 Triana Blvd

CITY/STATE/ZIP: Huntsville, AL 35805

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

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

I, Nick Scott, as Sales Manager  
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.

2/7/2023  
Date

Nick Scott  
Signature of Authorized Representative

City of Madison, Alabama  
Finance Department—Competitive Purchasing Division  
**INVITATION TO BID**  
**#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE**  
Issued January 23, 2023

**BIDDER PRICING SHEET**

BIDDER NAME: Rogers Group Inc.

ADDRESS: 2512 Triana Blvd. SW

CITY/STATE/ZIP: Huntsville / AL / 35805

- The City of Madison and Madison Utilities reserve the right to order various quantities on an as-needed basis.
- The price per ton shall include all costs, including delivery charges.
- Bidders must submit a total price per ton picked up at the plant or delivered as per the pricing sheet.

**Plant Locations:**

Primary Location for Pick-Up: 26024 Newby Rd, Madison, AL 35756

Additional Locations for Pick-Up, if available: 149 Parks Chapel Road, Laceys Spring, AL 35754

9271 US-31, Tanner, AL 35671

		Price Per Ton	
		Delivered to:	
Description	Picked up at Plant	240 Palmer Road Madison, AL 35758 or 101 Ray Sanderson Dr. Madison, AL 35758	Job Site
Surge Pile <i>Tanner</i>	16.05 <i>NS</i>	23.05	24.55 <i>NS</i>
Dense Graded Base	16.55	21.55	25.05
1 1/2" Crushed Stone Base/Crusher Run	16.05	21.05	24.55
Dry Manufactured Sand	20.55	25.55	29.05
1/2" Crushed Stone Base/Crusher Run	16.05	23.05	24.55
<b>Alabama Highway Department Number</b>			
AHD #5	20.55	25.55	29.05
AHD #57	20.55	25.55	29.05
AHD #78	23.55	30.55	32.05
AHD #7/78	23.55	30.55	32.05
AHD #810	20.55	25.55	29.05
AHD #2	19.55	24.55	28.05
AHD #67 - Washed Stone	21.05	26.05	29.55
AHD #89	24.55	29.55	33.05
AHD, Class 1 Rip-rap	23.55	28.55	32.05
AHD, Class 2 Rip-rap	24.55	33.55	33.05
<b>TOTALS:</b>	\$ 307.25 <i>NS</i>	\$ 394.25 <i>NS</i>	\$ 434.75 <i>NS</i>

Combine all three totals for Base Bid Amount: \$ 1,136.25 *NS*

I, Nick Scott, as Sales Manager 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.

2/7/2023  
Date

*Nick Scott*  
Signature of Authorized Representative

I, Nick Scott made white-out changes prior to bid opening

*Nick Scott*  
2/8/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E: Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Allied World National Assurance Company	10690	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Steadfast Insurance Company	26387	INSURER E: Starr Surplus Lines Insurance Company	13604	INSURER F:
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<b>INSURED</b> Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228															

**COVERAGES**      **CERTIFICATE NUMBER:** W28045289      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-651-286972-032	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-651-286972-052	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	0305-4546	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EW2-65N-286972-222	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Workers Compensation Policy &amp; Employers Liability</b>	Y		WA7-65D-286972-012	04/01/2022	04/01/2023	SEE ATTACHED

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Crushed Stone and Aggregate Base | #2023-001-ITB

Automobile: Hired Auto. Comp. Ded.: \$2,500 / Coll. Ded.: \$2,500  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  City of Madison Alabama, a municipal corporation 100 Hughes Road Madison, AL 35758	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jessica Graham</i>

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.	<b>NAMED INSURED</b> Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
<b>POLICY NUMBER</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>CARRIER</b>            See Page 1         </td> <td style="width: 50%; vertical-align: top;"> <b>NAIC CODE</b>            See Page 1         </td> </tr> </table>		<b>CARRIER</b> See Page 1
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

City of Madison AL Stone Bid on 02/08/2023.

The City of Madison, Alabama, and its officials, employees, agents and representatives and the Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives are included as Additional Insureds as respects to General Liability and Umbrella/Excess Liability where required by written contract.

City and its officers, agents, and employees are included as Additional Insureds as respects to Auto Liability where required by written contract.

Waiver of Subrogation applies in favor of City of Madison, Alabama, and its officials, employees, agents and representatives and Madison Water and Wastewater Board d/b/a Madison Utilities and their individual officers and its officials, employees, agents and representatives with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law, where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City or MU, where required by written contract.

Umbrella/Excess Follows Form

**INSURER AFFORDING COVERAGE:** Liberty Insurance Corporation

**NAIC#:** 42404

**POLICY NUMBER:** WA7-65D-286972-012    **EFF DATE:** 04/01/2022    **EXP DATE:** 04/01/2023

**SUBROGATION WAIVED:**    Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease - Each Emp	\$1,000,000
Per Statute	EL Disease -Pol Limit	\$1,000,000

**ADDITIONAL REMARKS:**

WC \$1,000,000 Retention: EW2-65N-286972-222 (AL,AR,IN,KY,TN)

WC Large Ded \$1,000,000: WA7-65D-286972-012 (FL,MS,NC,SC,TX,VA,WV)

**INSURER AFFORDING COVERAGE:** Steadfast Insurance Company

**NAIC#:** 26387

**POLICY NUMBER:** SXS 4195990-00    **EFF DATE:** 04/01/2022    **EXP DATE:** 04/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence	\$2,000,000
	Aggregate	\$2,000,000
	Excess of	\$2,000,000

**ADDITIONAL REMARKS:**

Policy SXS 4195990-00 sits excess of policy AS2-651-286972-052.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

INSURER AFFORDING COVERAGE: Starr Surplus Lines Insurance Company NAIC#: 13604  
 POLICY NUMBER: 22SSLIOAN305071    EFF DATE: 04/01/2022    EXP DATE: 04/01/2023

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
All Risk Property	Property:	\$25,000,000
	Leased/Rented Equip:	ACV

**ADDITIONAL REMARKS:**  
 All Risk Property/Equipment Additional Information: Effective 04/01/2022-04/01/2023 - The Primary \$25M limit consists of:

Ascot Specialty Insurance Company policy # IMMA2210000340-03; Starr Surplus Lines Insurance Company policy # 22SSLIOAN305071; Lloyd's policy # B080112773U22; Houston Specialty Ins. Co. policy # MNG-HS-IM-0000016-00; Landmark American Insurance Company policy # LHT923386; Ascot Insurance Company policy # IMMA2210001324-01

Certificate holder is included as Liability Additional Insured and Property/All-Risk Loss Payee, where required by written contract.

Description	Price Per Ton		
	Picked up at Plant	Delivered to:	
		240 Palmer Road Madison, AL 35758 or 101 Ray Sanderson Dr. Madison, AL 35758	Job Site
Surge Pile <i>Tanner</i>	16.05 <i>NS</i>	23.05	24.55 <i>NS</i>
Dense Graded Base	16.55	21.55	25.05
1 1/2" Crushed Stone Base/Crusher Run	16.05	21.05	24.55
Dry Manufactured Sand	20.55	25.55	29.05
1/2" Crushed Stone Base/Crusher Run	16.05	23.05	24.55
<b>Alabama Highway Department Number</b>			
AHD #5	20.55	25.55	29.05
AHD #57	20.55	25.55	29.05
AHD #78	23.55	30.55	32.05
AHD #7/78	23.55	30.55	32.05
AHD #810	20.55	25.55	29.05
AHD #2	19.55	24.55	28.05
AHD #67 - Washed Stone	21.05	26.05	29.55
AHD #89	24.55	29.55	33.05
AHD, Class 1 Rip-rap	23.55	28.55	32.05
AHD, Class 2 Rip-rap	24.55	33.55	33.05
<b>TOTALS:</b>	\$ 307.25 <i>NS</i>	\$ 394.25 <i>NS</i>	\$ 434.75 <i>NS</i>

Combine all three totals for Base Bid Amount: \$ 1,136.25 NS

I, Nick Scott, as Sales Manager  
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.

2/7/2023  
Date

*Nick Scott*  
Signature of Authorized Representative

I, Nick Scott made white-out changes prior to bid opening

*Nick Scott*  
2/8/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C. No. Ext):</b> 1-877-945-7378	<b>FAX (A/C. No.):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		23035
<b>INSURER B:</b> Allied World National Assurance Company		10690
<b>INSURER C:</b> Liberty Insurance Corporation		42404
<b>INSURER D:</b> Steadfast Insurance Company		26387
<b>INSURER E:</b> Starr Surplus Lines Insurance Company		13604
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER: W28045289**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-651-286972-032	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-651-286972-052	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	0305-4546	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EW2-65N-286972-222	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation Policy & Employers Liability		Y	WA7-65D-286972-012	04/01/2022	04/01/2023	SEE ATTACHED

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Crushed Stone and Aggregate Base | #2023-001-ITB

Automobile: Hired Auto. Comp. Ded.: \$2,500 / Coll. Ded.: \$2,500  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  City of Madison Alabama, a municipal corporation 100 Hughes Road Madison, AL 35758	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Jessica Graham</i>

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.		<b>NAMED INSURED</b> Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

City of Madison AL Stone Bid on 02/08/2023.

The City of Madison, Alabama, and its officials, employees, agents and representatives and the Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives are included as Additional Insureds as respects to General Liability and Umbrella/Excess Liability where required by written contract.

City and its officers, agents, and employees are included as Additional Insureds as respects to Auto Liability where required by written contract.

Waiver of Subrogation applies in favor of City of Madison, Alabama, and its officials, employees, agents and representatives and Madison Water and Wastewater Board d/b/a Madison Utilities and their individual officers and its officials, employees, agents and representatives with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law, where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City or MU, where required by written contract.

Umbrella/Excess Follows Form

**INSURER AFFORDING COVERAGE:** Liberty Insurance Corporation

**NAIC#:** 42404

**POLICY NUMBER:** WA7-65D-286972-012      **EFF DATE:** 04/01/2022      **EXP DATE:** 04/01/2023

**SUBROGATION WAIVED:**      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease - Each Emp	\$1,000,000
Per Statute	EL Disease -Pol Limit	\$1,000,000

**ADDITIONAL REMARKS:**

WC \$1,000,000 Retention: EW2-65N-286972-222 (AL,AR,IN,KY,TN)

WC Large Ded \$1,000,000: WA7-65D-286972-012 (FL,MS,NC,SC,TX,VA,WV)

**INSURER AFFORDING COVERAGE:** Steadfast Insurance Company

**NAIC#:** 26387

**POLICY NUMBER:** SXS 4195990-00      **EFF DATE:** 04/01/2022      **EXP DATE:** 04/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence	\$2,000,000
	Aggregate	\$2,000,000
	Excess of	\$2,000,000

**ADDITIONAL REMARKS:**

Policy SXS 4195990-00 sits excess of policy AS2-651-286972-052.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

INSURER AFFORDING COVERAGE: Starr Surplus Lines Insurance Company NAIC#: 13604  
 POLICY NUMBER: 22SSLIOAN305071      EFF DATE: 04/01/2022      EXP DATE: 04/01/2023

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
All Risk Property	Property:	\$25,000,000
	Leased/Rented Equip:	ACV

**ADDITIONAL REMARKS:**  
 All Risk Property/Equipment Additional Information: Effective 04/01/2022-04/01/2023 - The Primary \$25M limit consists of:

Ascot Specialty Insurance Company policy # IMMA2210000340-03; Starr Surplus Lines Insurance Company policy # 22SSLIOAN305071; Lloyd's policy # B080112773U22; Houston Specialty Ins. Co. policy # MNG-HS-IM-0000016-00; Landmark American Insurance Company policy # LHT923386; Ascot Insurance Company policy # IMMA2210001324-01

Certificate holder is included as Liability Additional Insured and Property/All-Risk Loss Payee, where required by written contract.

**ORDINANCE NO. 2023-94**

**AN ORDINANCE TO AUTHORIZE A JOINT PURCHASING AGREEMENT BY AND BETWEEN THE CITY OF MADISON AND MADISON COUNTY, ALABAMA**

**WHEREAS**, the City of Madison (hereinafter, “City”) and Madison County, Alabama (hereinafter, “the County”) desire to enter into a Joint Purchase Agreement pursuant to the terms of Alabama Code § 41-16-50(b) to provide for the purchase of labor, services, or work, as well as materials, equipment, supplies, or other personal property for use by the City and/or by the County, respectively; and

**WHEREAS**, the cooperative joint purchase of such services are for various items necessary for the operations of the City and County and are likely to result in reduced unit price, savings and administrative efficiencies for both parties

**NOW, THEREFORE, BE IT ORDAINED** that by adoption of this ordinance the City expresses its approval of the agreement set out herein below to provide for joint purchasing by the City and County on the following terms:

1. Either the City or County may, at its option, and on notice to the other party hereto, elect to participate in purchases of any labor, services, or work, or for materials, equipment, supplies or other personal property needed for its operations under a competitive bid for such items issued by the other party; provided, however, that this Agreement shall not apply to contracts for public works required to be bid and awarded under the Alabama Public Works, Law, Alabama Code §39-1-1 *et seq.*
2. The party undertaking to advertise for bids and to award a contract to responsive bidders shall do so in compliance with the Alabama Competitive Bid Law (Ala. Code § 41-16-50 *et seq.*) and shall retain all rights provided by the Alabama Competitive Bid Law to determine the

lowest responsible bidder, to terminate an award to a defaulting bidder and make an award to the next lowest bidder, to determine the applicability of preferences provided by the statute, to reject all bids and re-bid the purchase, and to exercise other rights afforded to agencies making purchases under the statute.

3. The method of payment by each participating party shall be that each party will pay the vendor or supplier for its agreed share of the labor, services, or work provided, or for the number of items, or volume of materials purchased by or for the account of that participating party, unless some other method of payment is agreed by and between the parties, and either set out in the Invitation to Bidders or in correspondence between the parties to this agreement.
4. Neither party to this Agreement shall be obligated to participate in any purchase for which an Invitation to Bidders is issued by the other party unless it chooses to do so by notice to the other party.
5. Each party to this Agreement will be responsible for purchasing and paying for its agreed share of labor, services or work, or any item or materials it chooses to purchase under a contract awarded pursuant to the Alabama Competitive Bid Law and this agreement.
6. Each party will be responsible for its own costs of preparation of bid documents, resolutions awarding contracts and all other expenses or fees, including legal fees associated with its purchases pursuant to this Agreement and the Alabama Competitive Bid Law.
7. This Ordinance, after its adoption and execution, shall be effective to constitute a Joint Purchasing Agreement with Madison County, Alabama under Alabama Code § 41-16-50(b) upon the County's adoption and execution of this Joint Purchasing Agreement, by either resolution or ordinance, including the same terms as set out herein.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council

of the City of Madison, on this 13<sup>th</sup> day of March 2023.

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

**ATTEST:**

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

APPROVED this \_\_\_\_\_ day of March, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



**RESOLUTION NO. 2023-077-R**

**A RESOLUTION AUTHORIZING PURCHASE OF LIGHTS FOR HEXAGON PICKLEBALL COURT FROM SOURCEWELL**

**WHEREAS**, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through Sourcewell, formerly known as National Joint Powers Alliance (“NJPA”); and

**WHEREAS**, the Parks and Recreation Department has requested the purchase of lights for the Hexagon pickleball courts from Musco Sports Lighting, LLC, (“Musco”), as described in the attached quote; and

**WHEREAS**, the Parks and Recreation Department has verified that court lights are not available for purchase on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Parks and Recreation Department has verified that Musco is an authorized dealer for said lights and is a participating Sourcewell vendor holding a valid Alabama business license;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **eighty-five thousand eight hundred dollars (\$85,800.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

**READ, APPROVED, AND ADOPTED** this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

Quote

Intergraph Pickleball Courts  
Madison, AL  
Date: January 11, 2023

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Only Delivered to Job Site

Pickleball Courts (4) Total Courts – 240’ x 105’ .....\$85,800.00

Sales tax, bonding, labor, and unloading of the equipment are not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies
- Player-activated pushbutton control system with strobe to provide timed on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Payment Terms

Musco’s Credit Department will provide payment terms.

If approved Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Jimmy Jumper  
Email: Jimmy.Jumper@musco.com

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL



## Quote

### ***Delivery Timing***

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10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location.
- Site voltage and phase to be confirmed prior to releasing to production.
- Structural code and wind speed = 2021 IBC, 115mph, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, or any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper  
Musco Sports Lighting, LLC  
Phone: 256-483-5433  
E-mail: jimmy.jumper@musco.com



**RESOLUTION NO. 2023-078-R**

**A RESOLUTION AUTHORIZING PURCHASE OF LIGHTS FOR HEXAGON PICKLEBALL COURT FROM SOURCEWELL**

**WHEREAS**, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through Sourcewell, formerly known as National Joint Powers Alliance (“NJPA”); and

**WHEREAS**, the Parks and Recreation Department has requested the purchase of lights for the Hexagon ballfields from Musco Sports Lighting, LLC, (“Musco”), as described in the attached quote; and

**WHEREAS**, the Parks and Recreation Department has verified that ballfield lights are not available for purchase on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Parks and Recreation Department has verified that Musco is an authorized dealer for said lights and is a participating Sourcewell vendor holding a valid Alabama business license;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **two hundred six thousand nine hundred dollars (\$206,900.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

**READ, APPROVED, AND ADOPTED** this 27th day of February 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

## Quote

Intergraph Youth Baseball  
LED Retrofit Quote  
Madison, AL  
Date: December 13, 2022

### Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023  
Category: Sports lighting with related supplies and services

All purchase orders should note the following: SOURCEWELL PURCHASE – CONTRACT NUMBE R: 071619-MSL

### Quotation Price – Materials Only Delivered to Job Site

**(2) 200' Radius Baseball Fields Retrofit Materials Quote .....\$206,900.00**

*Sales tax, bonding, labor, and unloading of the equipment are not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

### SportsCluster® system with Total Light Control – TLC for LED™ technology

#### Guaranteed Lighting Performance

- Guaranteed light levels of 30fc infield/20fc outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

#### System Description

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

### Payment Terms

Musco's Credit Department will provide payment terms.

If approved Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Jimmy Jumper  
Email: Jimmy.Jumper@musco.com

All purchase orders should note the following: SOURCEWELL PURCHASE – CONTRACT NUMBER: 071619-MSL



## Quote

### ***Delivery Timing***

---

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

---

Quote is based on:

- Shipment of entire project together to one location.
- Site voltage and phase to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115mph, Exposure C, Importance Factor 1.0.
- **Owner is responsible for getting electrical power to the site, coordination with the utility, or any power company fees.**
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper  
Musco Sports Lighting, LLC  
Phone: 256-483-5433  
E-mail: jimmy.jumper@musco.com

