



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**January 23, 2023**

**AGENDA NO. 2023-02-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. Senior Pastor John Dees, CrossPointe Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-01-RG, dated January 9, 2023

B. Minutes No. 2023-01-WS, dated January 11, 2023

7. PRESENTATIONS AND AWARDS

A. Successful Life Save awards of a Cardiac Arrest patient from an incident that occurred on 11-20-22. The recipients of this award are: Captain Chris Ramsey, Driver Stephen Long, Firefighter Curtis Roesner, Firefighter Jeremiah Johnson, HEMSI Paramedic Sylvia Bell, HEMSI Paramedic Chris West, and HEMSI Dispatcher Morgan Alexander.

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 Wiregrass Construction Company in the amount of \$225,411.18 for Invoice No. 11 (CIP No. 20-028, Middle School Roadway Extension, work performed November 1, 2022 through November 20, 2022. Bid No. 2021-008-ITB) To be paid from 2020-A Bond Account
- C. Authorization of payment to NextSite, LLC in the amount of \$10,000 for annual renewal - Invoice No. 625 (to be paid from Planning Department budget)
- D. Authorization of payment to Croy Engineering in the amount of \$480.00 for Invoice No. 26577 (CIP No. 18-023, Sullivan St. widening CE&I performed) to be paid from 2018-C Bond account
- E. **Resolution No. 2023-013-R** Approving an annual appropriation agreement with Huntsville-Madison County Emergency Management Agency for FY23 in the amount of \$70,074.00 (to be paid from General Operating account)
- F. **Resolution No. 2023-014-R** Approving an annual appropriation agreement with Huntsville-Madison County Convention and Visitors Bureau for FY23 in the amount of \$40,000.00 (to be paid from General Operating account)
- G. **Resolution No. 2023-015-R** Approving an annual appropriation agreement with Madison County Health Department for FY23 in the amount of \$30,000.00 (to be paid from General Operating account)
- H. **Resolution No. 2023-016-R** Approving an annual appropriation agreement with Liberty Learning Foundation for FY23 in the Amount of \$7,500.00 (to be paid from General Operating account)
- I. **Resolution No. 2023-017-R** Approving an annual appropriation agreement with Big Brothers Big Sisters of the Tennessee Valley for FY23 in the amount of \$5,000.00 (to be paid from General Operating account)
- J. **Resolution No. 2023-043-R**: Authorization of General Capital Improvement Fund Account
- K. **Resolution No. 2023-048-R**: Authorizing a property use agreement with Sumitomo Rubber USA, LLC d/b/a Dunlop Tire for police emergency driver training (no cost to the City)
- L. **Resolution No. 2023-053-R**: Providing for the disposition of personal property (Office Desk(2), Credenza, 4-Drawer and 2-Drawer File Cabinet) of negligible value pursuant to Section 16-108 of Code of Ordinances of the City of Madison.
- M. **Bid No. 2023-001-ITB**: Public Works bid for crushed stone and aggregate (to be issued January 23, 2023)
- N. Approval to accept a donation for the Senior Center from Margie Blackwell in the amount of \$50.00.
- O. Approval to accept a donation for the Senior Center from Mary C. Flurer in the amount of \$50.00
- P. Approval to accept a donation for the Senior Center from St. John The Baptist Catholic Parish, Madison, in the amount of \$2,000.00
- Q. Approval to accept a donation for the Senior Center from Geneva Winkles in the amount of \$45.00
- R. Approval to accept a donation for the Senior Center from R.H. Loshuertos in the amount of \$10.00
- S. Approval to accept a donation for Senior Center ceramics from Debbie Devall in the amount of \$40.00
- T. Approval to accept a donation for the Senior Center from M.C. Flurer in the amount of \$25.00
- U. Approval to accept a donation for the Dublin Park Tennis Court maintenance from Westminster Christian Academy in the amount of \$1,500.00

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

- A. Reappointment of Amy Patterson to Place 9 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2024
- B. Reappointment of Brian Goodwin to Place 2 of the Beautification and Tree Board with a term expiration of November 27, 2024

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).

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. Proposed Ordinance No. 2023-007:** Changing the name and designation of a public street from Halsey Road to Madison Branch Boulevard (First Reading January 9, 2023)
- B. Resolution No. 2023-044-R:** Authorization of a professional services agreement with Nivens & Associates Appraisals, Inc. for land appraisal on the proposed Madison Branch Roundabout land acquisition in the amount of \$7,000.00 (to be paid from Engineering Department budget)
- C. Resolution No. 2023-045-R:** Authorizing the acceptance of a quotation from Computational Hydraulics International for software subscription services in the amount of \$2,400 (to be paid from Engineering Department budget)

**FIRE & RESCUE**

- A. Resolution No. 2023-041-R:** Authorization of an agreement with Vickers Consulting Services, Inc. for grant writing services (\$1,200 to be paid from Fire & Rescue Budget)
- B. Resolution No. 2023-046-R** approving an agreement with the Alabama Technology Network to facilitate the development of a 5-year Strategic Plan for the Madison Fire and Rescue Department in the amount of \$9,400 (to be paid from Fire Department budget)

**PLANNING**

- A. **Resolution No. 2023-038-R**: Authorization of Landscaping and Buffer Agreement for property on the southeast corner of Hughes Road and Portal Lane
- B. **Resolution No. 2023-047-R**: Approval of professional services agreement with McComm Group for Wayfinding Project, Phase III in the amount of \$32,000 (to be paid from Planning Department budget)
- C. **Resolution No. 2023-052-R** authorizing improvements to Toyota Field in response to new MLB standards in an amount not to exceed \$300,000 (to be paid from Venue Maintenance Fund)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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





**MINUTES NO. 2023-01-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
January 9, 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, January 9, 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, Jeff Smith of Madison Baptist Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, Information Technology Senior Systems Analyst Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, and Police Lieutenant Jon Stout

Public Attendance registered: Margi Daly, Shayla Allen(Big Brother Big Sisters TN Valley), Debbie Overcash(MSHPS), Kaye Goldthorpe, Katie Williams(Rocket City Curling Club), Mary Lynne Wright, Amy George, Sarah Savage Jones, Cindy Sensenberger, Joan Ann Benefield, Dee Lynn Voelkel, Stephenie Walker(MVP), Melanie Thornton(MVP), Beth Sippel, Joselyn Broer.

**AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore requested the following amendments to the agenda:

- Under Engineering, Item D, **Resolution No. 2023-004-R**, the amount paid from Engineering Departmental Budget should be \$3,600 instead of \$2,600.

Council President Bartlett accepted the printed agenda with the corrections from above.

**APPROVAL OF MINUTES**

**MINUTES NO. 2022-24-RG DATED DECEMBER 19, 2022**

Council Member Spears moved to approve Minutes No. 2022-24-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PROCLAMATION DESIGNATING THE MONTH OF JANUARY AS "NATIONAL MENTORING MONTH"**

Mayor Finley read aloud a proclamation declaring January 2023 as "National Mentoring Month" in the City of Madison and presented it to Ms. Shayla Allen of Tennessee Valley Big Brother Big Sisters.

Ms. Allen thanked Mayor Finley for the city's support towards Tennessee Valley Big Brother Big Sisters.

**PRESENTATION BY CAROLYN REAGLE WITH MADISON BEAUTIFICATION BOARD FOR THE ARBOR DAY CONTEST CERTIFICATES AND PRIZES PRESENTATION**

Postponed until February 13<sup>th</sup> at the request of the presenter

**DEBBIE OVERCASH, PRESIDENT OF THE HISTORICAL SOCIETY, PRESENTATION OF WINNERS OF THE POLAR EXPRESS TREES**

Debbie Overcash of the Historical Society present the winner of the Polar Express Trees as follows:

Mayor's Choice  
Most Creative  
Honorable Mention

Rocket City Curling Club  
Filthy Gorgeous on Main  
Madison Public Works

Ms. Overcash thanked Madison Parks and Recreation, Madison Public Works, Madison Community Orchestra, The Rotary Club, Madison Arts Council, Madison Library, and Lowes for their partnership and support in this event.

Ms. Overcash informed council that Christmas Capers was a huge success and it is growing. They had almost \$3,500 in prizes donated by area businesses.

**MELANIE THORNTON, EXECUTIVE DIRECTOR WITH MADISON VISIONARY PARTNERS IN CONNECTION WITH THEIR ANNUAL APPROPRIATION REQUEST**

Ms. Thornton reported on the projects of Madison Visionary Partners and their future plans in connection with their annual appropriation request. Ms. Thornton announced that they will be hosting their first Annual Madison Visionary Awards, where they will honor individuals who make Madison a great place to live through volunteerism and philanthropy. They are also finalizing two partnerships through their fiscal sponsorship program. The program allows people, groups, and businesses who have projects that need charitable funding without having to start their own nonprofit. Ms. Thornton shared that they are in the final stages of planning a robust fundraising campaign for the Madison Community Center.

**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).*

**JAMES ROSS, CO-CHAIR FOR MADISON FIRST AND MADISON FORWARD (DISTRICT 1)**

Mr. Ross appeared before Council and Mayor Finley to share that on January 4<sup>th</sup>, Madison Forward submitted the signatures to the probate judge and that they have 15 days to adjudicate the signatures. Once that is completed the process can move forward for the Madison City Governance Initiative to potentially bring a City Manager in.

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

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

- Open Meetings Act
- Freedom of speech
- Council-Manager petition
- Roads, street lighting, and animal shelter

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

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

- Madison Forward petition
- Council-Manager Form of Government

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council Member Shaw shared that the Finance Committee has reviewed everything and found it to be in order. Council Member Shaw expressed his thanks for the donations that were received for the Fire department from Chambers Bottling Company, Dale Strong, and Monrovia Volunteer Fire Department.

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

General Operating account	\$1,420,526.35
Special General Operating Accounts	\$100,152.73
ADEM Storm Drainage	\$1,385.00
Gasoline Tax & Petroleum Inspection fees	\$34,322.72
Street Repair and Maintenance	\$3,632.84
CIP Bond Accounts	\$210,333.50
Library Building Fund	\$5,525.00
Water Distribution and Storage	\$8,500.00
Multi-Use Venue Collection Fund	\$186,065.10

Regular and periodic bills to be paid

Approval of Authorization of Engineering Department to solicit proposals for removal of sediment from retainage ponds and assessing which retainage pond(s) need to be de-sedimented, in an amount not to exceed \$20,000 (to be paid from Fund 11, Storm Water Fees)

**Resolution No. 2023-008-R:** approving an annual appropriation agreement with the Madison Visionary Partners for FY 23 in the amount of \$50,000 (to be paid from General Operating account)

Resolution No. 2023-009-R approving an annual appropriation agreement with the Madison Chamber of Commerce for FY 23 in the amount of \$75,000.00 (to be paid from General Operating account)

Resolution No. 2023-010-R approving an annual appropriation agreement with KTECH (A Workforce Initiative of the Kids to Love Foundation) for FY 23 in the Amount of \$5,000.00 (to be paid from General Operating account)

Resolution No. 2023-011-R: approving an annual appropriation agreement with the Madison City Disability Advocacy Board for FY 23 in the amount of \$4,500 (to be paid from General Operating account)

Resolution No. 2023-012-R approving an annual appropriation agreement with the Huntsville Hospital Foundation for FY 23 in the amount of \$5,000.00 (to be paid from General Operating account)

Approval to accept donation from Chairman Dale Strong in the amount of \$30,000 to support the purchase of Life Pack 15's for Fire Dept.

Approval to accept the donation of 2013 Chevy Tahoe from Monrovia Volunteer Fire Dept.

Acceptance of donation from Chambers Bottling Company, LLC in the amount of \$36.00, to be deposited into Fire Department donation account.

Council Member Powell seconded. Council President Bartlett asked Council if they can take all the items on the Consent Agenda together. Council Member Spears asked to take **Resolution No. 2023-040-R**; Authorizing signatures on said Synovus accounts, on a separate vote. Council President Bartlett asked to amend the motion to take all the items except **Resolution No. 2023-040-R**; Authorizing signatures on said Synovus accounts. Council Member Shaw moved to amend the Consent Agenda. Council Member Powell seconded. The roll call vote to approve the amended Consent Agenda for all items except **Resolution No. 2023-040-R** was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-040-R; AUTHORIZING SIGNATURES ON SAID SYNOVUS ACCOUNTS**

Council Member Shaw moved to approve Resolution No. 2023-040-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Nay
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye

Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

## **PRESENTATION OF REPORTS**

### **MAYOR PAUL FINLEY:**

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

- Annual appropriations for: Madison Visionary Partners, Madison Chamber of Commerce, KTech, Madison City Disability Advocacy Board, and Huntsville Hospital Foundation
- Madison Forward delivery of signatures to the Madison and Limestone County Probate Judge's
- Complimented Madison Police Department and the Fire Department and reminded the public to lock your cars at night.

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

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

- Thanked everyone who was involved on Hughes Road and asked if someone could let her know about adding reflectors to the road.
- Madison ReadyFest, an emergency preparedness event, will be held on February 25<sup>th</sup>. Asked for support from any businesses interested.
- Madison Library will be holding a book conference on Sunday January 22<sup>nd</sup> at 1:30pm.
- Thanked Public Works for taking care of the roads during the snow event at the end of December

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

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

- Thanked Public Works for clearing the roads during the snow event
- Thanked First Responders for their hard work with senior citizens when they have fallen.

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

No new business to report

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

No new business to report

### **COUNCIL DISTRICT NO. 5 RANA E BARTLETT**

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

- Gave thanks and appreciation to all the men and women in blue for National Law Enforcement Appreciation Day
- Reminded the public of the Work Session meeting being held on Wednesday, January 11<sup>th</sup> at 5:30pm in Council Chambers.

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

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

- Reminded the public that the Madison Police Citizens Advisory Committee will be meeting at the Madison Library on January 24<sup>th</sup>. The topic will be traffic stops.
- Advised the public that there are vacancies on the Madison Police Citizens Advisory Committee and the Madison City Disability Advocacy Board. Please put in your applications as they like to have more citizens involved.
- Thanked all who worked during the holidays

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

No new business to report

#### **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.*

None

#### **DEPARTMENTAL REPORTS**

#### **ENGINEERING**

#### **ANNUAL UPDATE ON REBUILD ALABAMA ACT GAS TAX FUNDS**

City Engineer Michael Johnson presented Council with the following update on the Rebuild Alabama Gas Tax Funds.

Revenue Sources Collected/Spent

2 Cent Gas Tax	\$ 581,590
4 Cent Gas Tax	\$ 283,255
5 Cent Gas Tax	\$ 103,731
7 Cent Gas Tax	\$ 539,688
2019 Gas Tax	\$ 361,675
<u>Total FY 2022 Collected</u>	<u>\$1,869,939</u>

Budgeted Funds By Source

2 Cent, 4 Cent, 5 Cent, & 7 Cent Gas Tax

Right of Way Mowing	\$350,000
Road Repairs	\$315,000
Signs	\$50,000
Signals	\$75,000
Utilities & Street Lights	\$500,000
2019 Gas Tax	
Bowers Road Resurfacing	\$350,000
<u>Budgeted Total FY2022</u>	<u>\$1,640,000</u>

Council Member Powell asked City Engineer Michael Johnson if we get any of the tag fee for electric vehicles as they don't pay gas tax. City Engineer Michael Johnson responded he did not know but would find out.

Council Member Wroblewski asked about the reflectors on Hughes Road. City Engineer Michael Johnson responded that he would get with Public Works to see what it would take to add those.

**RESOLUTION NO. 2023-002-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR REPAIRS ON MADISON BOULEVARD BRIDGES OVER BRADFORD CREEK - JOINT REPLACEMENT (\$96,990.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Shaw moved to approve Resolution No. 2023-002-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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye



Motion carried.

**RESOLUTION NO. 2023-003-R: AUTHORIZING A RENEWAL AGREEMENT (QUOTE NO. 26121432) WITH ESRI, INC. FOR SOFTWARE MAINTENANCE SERVICES (\$9,050.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-003-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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2023-004-R: AUTHORIZING AN AGREEMENT WITH J.W. KENNEDY FOR ADDITIONAL SURVEY AND PREPARATION OF LEGAL DESCRIPTIONS ON PROJECT NO. 22-023 (GOOCH LANE SIDEWALK EXTENSION PROJECT) (\$3,600 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Seifert moved to approve Resolution No. 2023-004-R. Council Member Powell seconded. Council Member Wroblewski asked where the extension would be. Council Member Seifert responded that it would be west of Wall Triana Blvd on the northside of Gooch Lane. Council Member Seifert thank City Engineer for bringing it forward and getting it done this year. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2023-007: CHANGING THE NAME AND DESIGNATION OF A PUBLIC STREET FROM HALSEY ROAD TO MADISON BRANCH BOULEVARD (FIRST READING)**

Council Member Spears asked if the request came from the former owners of the land, the Halsey family.

This is a first reading

**RESOLUTION NO. 2023-036-R: AWARDDING BID NO. 2022-012-ITB FOR MADISON BOULEVARD BRIDGE REPAIRS OVER BRADFORD CREEK TO MILLER & MILLER IN**

**THE AMOUNT OF \$448,257.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-036-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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**LEGAL**

**RESOLUTION NO. 2023-001-R: CORRECTION TO RE-ADOPT A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLANS DUE TO A DUPLICATION OF RESOLUTION NUMBERS AND VOID RESOLUTION NO. 2022-129-R ADOPTED ON NOVEMBER 28, 2022**

Council Member Wroblewski moved to approve Resolution No. 2023-001-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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2023-035 REPEALING AND REPLACING ORDINANCE NO. 2022-287 (CLIFT FARM PUBLIX ANNEXATION) ADOPTED BY THE MADISON CITY COUNCIL ON NOVEMBER 14, 2022 TO CORRECT AN OVERSIGHT IN THE LEGAL DESCRIPTION (FIRST READING - REQUEST SUSPENSION OF THE RULES FOR IMMEDIATE CONSIDERATION)**

City Attorney Brian Kilgore explained that Ordinance No. 2022-287 did not properly identify common areas in the legal description. City Attorney Brian Kilgore explained that proposed Ordinance No. 2023-035 would repeal and replace Ordinance No. 2022-287 to include all areas in the annexation of the legal description. City Attorney Brian Kilgore requested to suspend the rules for immediate consideration.

Council President Bartlett asked for a motion to suspend the rules.

Council Member Wroblewski moved to suspend the rules. 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried

Council President Bartlett asked City Attorney Brian Kilgore if he wanted a motion to repeal and replace Ordinance No. 2022-287 with Ordinance 2023-035. City Attorney Brian Kilgore responded, yes.

Council Member Wroblewski moved to approve Ordinance No. 2023-035. Council Member Spears seconded. Council Member Wroblewski asked for clarification on the additional areas. Brian Kilgore explained that the legal description did not include the areas in Ordinance No. 2022-287. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING**

**RESOLUTION NO. 2023-005-R; SETTING A PUBLIC HEARING ON 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 PUBLICATION 1/18/2023, SYNOPSIS 1/25/2023, PUBLIC HEARING 2/13/2023)**

Council Member Powell moved to approve Resolution No. 2023-005-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	Aye
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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 6:42 p.m.

Minutes No. 2023-01-RG, dated January 9<sup>th</sup>, 2023, read, approved and adopted this 23<sup>rd</sup> day of January 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. 2023-01-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
January 11, 2022**

The Madison City Council met for a public work session on Wednesday, January 11, 2023, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Ranae Bartlett.

The following elected governing officials were 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, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Support Technician Garrett Gillott, Fire Chief David Bailey, Police Chief Johnny Gandy, and Director of Development Services Mary Beth Broeren

**IMPACT FEES DISCUSSION**

Director of Development Services Mary Beth Broeren introduced Ben Griffin, Senior Fiscal/Economic Analyst from TischlerBise who had provided a virtual presentation on impact fees back in November during a council meeting. Director of Development Services Mary Beth Broeren advised that since that presentation back in November, minor changes to the fees were made, but nothing too substantial.

Mr. Griffin provided an overview of the residential impact fee report that was prepared. The report was developed to analyze the impacts of residential development on capital facilities and to calculate impact fees based on the analysis. The analysis looked at the demand of infrastructure based on growth over the next 10 years in the following infrastructure categories:

- Library
- Park and Recreation

Council members asked Mr. Griffin and Director of Development Services Mary Beth Broeren questions and had discussion in the following topics:

- Separation of fees for Library and Parks and Recreation
- Facility improvements (Pickleball)
- Adjusting of fees in the future
- Road impact fees
- Other cities who have impact fees
- Impact on approved and future projects
- Estimated impact fee revenue on grandfathered projects who receive credit for park/rec donation or facilities constructed versus those not grandfathered

After questions and discussion were completed, Council President Bartlett acknowledged that based on what she was hearing, the vast majority of the council does not want to consider any ordinance for impact fees. Council President Bartlett and the rest of Council thanked Mr. Griffin for coming to the meeting and answering all their questions.

Mayor Finley shared that the conversation on impact fees was valuable because it allowed him to understand how the current and previous council have managed growth in the areas of overburdening of schools and the infrastructure for roads and recreation. Mayor Finley expressed that each time that there are added housing units added that we need to focus on the added value to it. Mayor Finley shared that the growth policy of 3 acres might need to change a little bit based on things that have happened in the area.

Council Member Spears asked Director of Development Services Mary Beth Broeren, when there is discussion about updating the growth policy could she let her know what her opinion is changing the 3 acres policy and where she thinks it should be at.

**MAJOR LEAGUE BASEBALL REQUIREMENTS FOR TOYOTA FIELD**

Director of Development Services Mary Beth Broeren and BallCorps General Manager, Garrett Fahrman shared how Major League Baseball has adopted new standards for minor league facilities. The new standards must be met, or the facility could be deemed non-compliant, and we could lose our affiliation with the Angels. An audit was conducted on our facility and the following improvements will need to be completed in the given phases to reach the new standards given by the start of the 2025 season.

	Improvements	Cost Estimate
Phase 1	<ul style="list-style-type: none"> <li>• Lockers – add 2 to Home Clubhouse, add 2 to Visiting Clubhouse, add 2 to Visiting staff locker room</li> <li>• Commissary – add freezer and dishwasher to Home Clubhouse, create Visitor Clubhouse Commissary</li> <li>• Visitor Training Room – add desk and second whirlpool</li> <li>• Batting Cage Netting – raise height and repair</li> <li>• Dugouts – add anti-skid material to steps</li> <li>• Female facilities – rent temporary trailer</li> <li>• Internet – add dedicated primary and secondary line</li> </ul> <p><b>Would achieve point compliance through 2024</b></p>	<p>} \$100,000 + temp trailer rental (\$50,000) + plan preparation</p> <p>} Ballcorps' operations</p>

Phase 2	<ul style="list-style-type: none"> <li>• New Visitor Clubhouse <ul style="list-style-type: none"> <li>○ On Concourse or by Outfield/Bull Pens</li> </ul> </li> <li>• Relocate &amp; expand weight room</li> <li>• Create permanent female facilities</li> </ul> <p><b>Would achieve point compliance for start of 2025 season</b></p>	 <p>\$2.2 to \$2.5 M</p>
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After all discussion of the necessary improvements needed for Toyota Field, Director of Development Services Mary Beth Broeren asked council if they can get a yes to move forward with a resolution for the general list of improvement not to exceed \$300,000. Council President Bartlett responded yes.

**GOVERNANCE TRANSITION UPDATE**

Council President Bartlett reminded everyone that at the last council meeting they were informed that the petition signatures have been submitted for validation and that under the statute there are certain deadlines that must be met. Council President Bartlett has asked City Attorney Brian Kilgore to brief everyone on the timeline.

City Attorney Brian Kilgore shared the following information regarding the timeline:

On January 4<sup>th</sup>, 2023 the petitions were submitted to the Probate Judges. The Probate Judges will have until January 19<sup>th</sup>, 2023 to verify the signatures. If there are not enough signatures, petitioners can resubmit to Probate Judges unlimited times until verified threshold number of signatures are met. If there are enough signatures, the Mayor has to issue a Proclamation setting the date of a Special Election ten days after the Probate Certification. A resolution will need to be adopted to designate the number of members and the ballot language. The election must be held no less than 40 days or no more than 90 days after the Mayor received certification. If the majority vote yes, the Mayor will have 5 days to send a "Certification of Adoption" to the Governor, Secretary of State, and Probate Judges. The City will then need to pass an ordinance to adopt the new form of government and consultants will need to be directed to propose a plan for redistricting. The new form of government will not be effective until November 2025 when Council and Mayor take office.

After a brief discussion and questions were answered, Council President Bartlett shared that she had asked Mayor Finley to share a presentation that showed the Mayor's duties and the functions of the Mayor's office to help understand what would be divided.

Once Mayor Finley completed his part of the presentation, Council President Bartlett continued by discussing the following questions that the community has had about the Council-Manager Form of Government.

- What are the qualification for a City Manager?
- What would be the role of the Mayor?
- What would the salary of the City Manager and Mayor be?

After discussion of the community questions was completed, Council President Bartlett asked the council members to let her know if the proposed future work session dates were going to work for all and reminded them that the February work session will be held on the Wednesday, February 22<sup>nd</sup>. Council Member Denzine asked if it would matter that the 22<sup>nd</sup> is



on Ash Wednesday. Council President Bartlett and Mayor Finley would look into moving it to the previous week.

**ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 7:56 p.m.

Minutes No. 2023-01-WS, dated January 11<sup>th</sup>, 2023, read, approved and adopted this 23<sup>rd</sup> day of January 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

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Council Member Ranae Bartlett  
District Five

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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



RECEIVED

JAN 5 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

January 4, 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. 12 for Wiregrass Construction Company, Inc. in the amount of \$225,411.18. This estimate covers all work performed from November 1, 2022 to November 30, 2022.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole  
Project Manager  
Morell Engineering, Inc.

*E. Michelle Dunson*  
*1/5/2023*



Morell Engineering, Inc.  
Contractor Payment Summary Report

**Estimate No:** 12  
**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:** -  
**Target Completion:** November 24, 2022  
**Percent Time Used:** 100%  
**Percent Complete:** 87%

Item Code	Description	Bid			This Month (November 2022)		To Date		Percent Complete
		Qty	Unit	Unit Price	Qty	Amount	Qty	Amount	
<b>Category:</b>	<b>1</b>								
<b>Description:</b>	Garner St. Phase 2								
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	\$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%
<b>20</b>	<b>UNCLASSIFIED EXCAVATION</b>	<b>10000</b>	<b>CY</b>	<b>\$10.78</b>	<b>729.91</b>	<b>\$7,868.43</b>	<b>10000</b>	<b>\$107,800.00</b>	<b>100%</b>
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	0	\$0.00	13578.39	\$22,268.56	97%
<b>23</b>	<b>SOD</b>	<b>3500</b>	<b>SY</b>	<b>\$5.53</b>	<b>159.1</b>	<b>\$879.82</b>	<b>2818.3</b>	<b>\$15,585.20</b>	<b>81%</b>
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 STRUTURE 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	1	\$1,423.06	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	1143	\$21,488.40	95%
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	45	\$358.20	28%
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	1	\$258.51	50%
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	1352	\$8,828.56	1352	\$8,828.56	90%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	52.05	\$5,569.35	52.05	\$5,569.35	26%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	588.97	\$40,049.96	2628.28	\$178,723.04	75%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	1661.71	\$159,524.16	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

71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	0	\$0.00	0	\$0.00	0%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	0	\$0.00	0	\$0.00	0%
73	STREET NAME SIGN	12	EA	\$193.52	0	\$0.00	0	\$0.00	0%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	0	\$0.00	0	\$0.00	0%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	0	\$0.00	3	\$364.92	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	0	\$0.00	6	\$1,824.60	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	0	\$0.00	0	\$0.00	0%

<b>Totals for Category</b>	<b>Total Bid:</b>	<b>\$1,989,777.74</b>	<b>Estimate Total:</b>	<b>\$224,143.34</b>	<b>To Date Total:</b>	<b>\$1,621,771.18</b>
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Item Code	Description	Bid Qty	Unit	Unit Price	This Month (November 2022) Qty	Amount	To Date Qty	Amount	Percent Complete
Category:	2								
Description:	Change Order One								
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	\$859.59	0	\$0.00	1	\$859.59	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	128	LF	\$71.45	0	\$0.00	94	\$6,716.30	73%
91	18" RCP FES	2	EA	\$1,357.76	0	\$0.00	2	\$2,715.52	100%
92	ROCK PIPE OUTLET PROTECTION	10	TON	\$54.99	0	\$0.00	0	\$0.00	0%
93	8" DI PIPE	200	LF	\$67.89	0	\$0.00	60	\$4,073.40	30%
94	8" DI 45 DEG FITTING	2	EA	\$876.74	0	\$0.00	2	\$1,753.48	100%
95	8" DI TEE	1	EA	\$1,733.59	0	\$0.00	0	\$0.00	0%
96	8" GATE VALVE	2	EA	\$2,478.69	0	\$0.00	1	\$2,478.69	50%
97	CONNECT TO EXISTING MAIN	1	EA	\$4,557.19	0	\$0.00	1	\$4,557.19	100%
98	6"x8" REDUCER	1	EA	\$1,250.00	0	\$0.00	2	\$2,500.00	200%
99	16"X8" CASING SPACERS	4	EA	\$187.50	0	\$0.00	4	\$750.00	100%

<b>Totals for Category</b>	<b>Total Bid:</b>	<b>\$601,685.85</b>	<b>Estimate Total:</b>	<b>\$0.00</b>	<b>To Date Total:</b>	<b>\$578,637.38</b>
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Morell Engineering, Inc.  
Contractor Payment Summary Report

Item Code	Description	Bid			This Month (November 2022)		To Date		Percent Complete
		Qty	Unit	Unit Price	Qty	Amount	Qty	Amount	
<b>Category:</b>	3								
<b>Description:</b>	Contingency	1	EA	\$50,000.00					80%
7c	TREE REMOVAL OVER 6" OVERRUN	20	EA	\$527.24	0	\$0.00	45	\$23,725.80	225%
38c	45X73 ARCP	48	EA	\$345.77	0	\$0.00	8	\$2,766.16	17%
81c	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	717.75	\$1,327.84	3%
27c	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	2	\$1,753.48	29%
100	Concrete Valley Gutter	40	LF	\$45.00	0	\$0.00	0	\$0.00	0%
18c	RELOCATE STREET LIGHT (CREDIT)	1	EA	\$8,293.66	0	\$0.00	-0.06	-\$500.00	-6%
6c	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	594.00	\$326.70	11%
24c	HYDROSEED	10500	SY	\$1.00	0	\$0.00	0	\$0.00	0%
49c	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	360	\$3,088.80	60%
60c	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	11	\$1,155.55	1%
80c	SURGE STONE	10500	TON	\$33.50	0	\$0.00	145.43	\$4,871.91	1%
20c	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	117.61	\$1,267.84	117.61	\$1,267.84	1%

<b>Totals for Category</b>	<b>Total Bid:</b>	<b>\$50,000.00</b>	<b>Estimate Total:</b>	<b>\$1,267.84</b>	<b>To Date Total:</b>	<b>\$39,784.07</b>
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**Estimate Summary**

Category	Description	Category Total	To Date Total
1	Garner St. Phase 2	\$224,143.34	\$1,621,771.18
2	Change Order One	\$0.00	\$578,637.38
3	Contingency	\$1,267.84	\$39,784.07
<b>Retention</b>	5% Retention	50% Complete---> \$0.00	\$65,763.38
<b>Grand Total for Estimate: 12</b>		<b>\$225,411.18</b>	<b>\$2,174,429.25</b>

<b>Total:</b>	\$2,240,192.62
<b>Less Previous Payments:</b>	\$1,949,018.07
<b>Retention:</b>	\$65,763.38
<b>Amount Payable:</b>	\$225,411.18

NextSite LLC

# Invoice

880 Montclair Rd  
Suite 625  
Birmingham, AL 35213

Date	Invoice #
11/8/2022	625

Bill To
City of Madison Mary Beth Broeren 100 Hughes Road Madison, AL 35758

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
1	Research, Market Analysis, Customer Journey Analytics, Segmentation, Consumer Expenditures  Radius, Drivetime, Multiple Custom Trade Areas based on Customer Journey	10,000.00	10,000.00
Annual Renewal. We appreciate the opportunity to work with you and your communities.		<b>Total</b>	\$10,000.00



RECEIVED

JAN 10 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

City of Madison Engineering Department  
Accounts Payable  
100 Hughes Road  
Madison, AL 35758

Invoice number 26577  
Date 01/09/2023

Project **1534.009 Sullivan St Construction  
Observation**

**Contract Administration**

## Professional Fees

	Hours	Rate	Billed Amount
Senior Professional 1	3.00	160.00	480.00
Contract Administration subtotal			480.00
Invoice total			<b>480.00</b>

**Invoice Summary**

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Current Billed
CONTRACT ADMINISTRATION	84,000.00	83,638.59	361.41	83,158.59	480.00
SIDEWALK DESIGN	6,000.00	5,999.00	1.00	5,999.00	0.00
<b>Total</b>	<b>90,000.00</b>	<b>89,637.59</b>	<b>362.41</b>	<b>89,157.59</b>	<b>480.00</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26577	01/09/2023	480.00	480.00				
	<b>Total</b>	<b>480.00</b>	<b>480.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

REMITTANCE ADDRESS: Croy Engineering | 603 Madison Street, SE | Huntsville, AL 35801 | 256.517.8555

*E. Michelle Dunson*  
1/10/2023

Project #18-023  
Sullivan St. Widening  
2018-C Bond  
39-150-000-2955-12

**Approved to Pay**

**Michael Johnson, City Engineer**

**City Council Agenda 1/23/23**

**RESOLUTION NO. 2023-013-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) 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 Huntsville-Madison County Emergency Management Agency (EMA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seventy thousand and Seventy-Four dollars (\$70,074.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 23<sup>rd</sup> day of January 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 **HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY** (hereinafter “**EMA**”) 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**, EMA will provide aid and assistance in the event of an emergency to the City of Huntsville, City of Madison, and Madison County, Alabama as defined herein.

**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 EMA 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 EMA the sum of seventy thousand and seventy-four dollars and no cents (\$70,074.00) 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. EMA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMA 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 EMA.

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

**HUNTSVILLE-MADISON COUNTY EMERGENCY  
MANAGEMENT AGENCY**

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

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

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

**STATE OF ALABAMA**

**§**

**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 Huntsville-Madison County Emergency Management Agency 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 Huntsville-Madison County Emergency Management Agency:

- Shall provide aid and assistance to the City in the event of an emergency for the term of this Agreement. “Emergency” is defined as any occurrence, or threat thereof, whether natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- In the event of an emergency, the extent and nature of aid and assistance provided to the City by EMA shall be at the sole discretion of EMA; however, EMA shall act in good faith in responding to any such emergency.
- In no event shall EMA be liable to the City or to any person who resides or works in the City or owns property therein, for failure to provide aid and assistance in the event of an emergency.

**RESOLUTION NO. 2023-014-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU (CVB) 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 Huntsville-Madison County Convention & Visitors Bureau (CVB) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty thousand dollars (\$40,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 23<sup>rd</sup> day of January 2023.

---

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

**ATTEST:**

---

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

**APPROVED** this 23<sup>rd</sup> day of January 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 **HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU** (hereinafter “**CVB**”) 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**, CVB 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 CVB 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 CVB the sum of forty thousand dollars and no cents (\$40,000.00) 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. CVB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CVB 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 CVB.

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

**HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU**

**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 Huntsville-Madison County Convention & Visitors Bureau 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 Huntsville/Madison County Convention & Visitors Bureau (CVB) promotes the City of Madison in our print materials, on our website, through social media platforms and at trade shows and other consumer exhibitions across the country. In an effort to know the city and network with its leaders, one staff member, Jamie Koshofer, Vice President-Conventions is designated as our hands-on liaison. He and two staff members attend Madison Chamber of Commerce (MCC) quarterly luncheons. The CVB attends after-hours events and other related events in Madison, and we purchase a table to support the annual Connect event. We are always ready to promote and lend support to Madison events and activities. Madison hospitality members attend the CVB's annual Tourism Summit during National Tourism Week and quarterly partner update events. The CVB coordinated the "Trains on Main" community project with MCC, which continues to be a popular promotion.

Information on the Rocket City Trash Pandas, their scheduled games and events at Toyota Field, and Town Madison, are promoted online and highlighted to appropriate media contacts. We enjoy promoting Madison craft breweries and over 120 Madison restaurants are promoted as well.

The CVB features Madison amenities in the following promotional materials:

- Madison rack card
- Destination Guide
- Points of Interest Map and Accommodations Map
- Dining Guide
- Online Events Calendar
- Birding Trail brochure
- Foundations of Faith brochure
- CityVision in-room video shown in 261 Madison hotel rooms
- Excursions guest directory available in 872 Madison hotel rooms
- Name badges for convention attendees & table skirting for welcome table
- Group Tour Planner
- Meeting Planner Guide
- Outdoor Guide
- Sports Guide

The CVB contracted with Threshold 360 to capture and deliver 360 degree video images of local hotels, attractions and facilities. Videos have been or are being made for Madison properties which are posted to their listings on the CVB website, used by our team to show options for meeting planners, group tour operators and sports tourism planners, and provided to the property, attraction or facility to use in their own promotional activities.

The CVB represents the City of Madison at more than 40 trade and consumer shows throughout the country each year. Here is a partial list of the shows/associations in which the CVB participates:

- Alabama Council of Association Executives – exhibit at the tradeshow to sell state association executives on bringing their meetings to our area
- American Society of Association Executives

- Travel South Showcase / Travel South International – exhibit with other Alabama cities to provide reasons to include Huntsville/Madison/Madison County when promoting future travel to the U.S.
- Association of the United States Army National Convention held in Washington, DC each year
- Travel Media Meet-up twice annually – 25-30 appointments with travel media journalists to gain exposure of things to see and do in the area
- HelmsBriscoe Annual Business Meeting – third party meeting planners that represent hundreds of clients to encourage them to bring business to our market
- Connect Sports – meet with over 30 sports planners
- North American Travel Journalists Association Annual Conference

Madison hospitality partners participate in:

- Historic walking tours in April, a local event with statewide promotion
- iHeart social media campaign in February
- Attractions Week in May
- Restaurant Week and Culinary Month in August
- History Month in October
- Brochure delivery to hotels on a routine basis
- Event promotion on social media platforms by the CVB Social Media Manager
- Graphics produced in-house by our Graphic Designer to support and enhance sales, marketing and promotional efforts
- Media site visits
- Threshold 360 video promotion
- Bandwango / Show Your Badge promotion

A general search for “Madison” on [www.huntsville.org](http://www.huntsville.org) reveals that the city figures prominently throughout, as well as in printed material at all local Visitor Centers. The display cases and photographs in the Visitor Center are available and include Madison events and attractions. Photographs of Madison are prominently displayed in the Visitor Centers and provided to media.

The CVB is engaged in many partnerships with national, state and local partners, U.S. Travel Association, Southeastern Tourism Society, Alabama Tourism Department and Alabama Mountain Lakes Tourist Association, to name a few, which assist team members with best practices, education and promotion ideas, and support the CVB’s mission to keep our communities top of mind as a visitor destination and meeting place.

The CVB led the efforts to bring college football to Madison for the first time as UNA faced Jacksonville State in front of 10,000 fans at Toyota Field this fall. The event brought an ESPN+ broadcast audience who were introduced to Madison through the game, and the novelty of playing football in the baseball park drew national attention to the game, including a segment on ESPN Gameday and College Football Final. The success of the event has already drawn interest from several entities on more events coming to Madison that will continue to elevate the city and make a positive economic impact on the community.

Our marketing department works with print, social and broadcast media representatives to inform their consumers of the wealth of events and activities happening here.

A full-time social media manager posts on various timely subject matter and engages with visitors who have questions or need additional assistance before, during or even after their stay. We arrange news conferences with broadcast media when special promotions such as Attractions Week, Restaurant Week, Culinary Month and History Month.

The CVB offers many services free of charge. We are proud to represent all local attractions, hotels, restaurants and meeting facilities with no membership fees required from industry partners.

The City of Madison continues to be a growing part of the hospitality industry, with Town Madison, Toyota Field, new restaurants and shops, and nearly 20% of the rooms in the county. With this tremendous growth, it's an exciting time to promote our cities and county.

**RESOLUTION NO. 2023-015-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON COUNTY HEALTH DEPARTMENT (MCHD) 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 County Health Department (MCHD) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Thirty thousand dollars (\$30,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 23<sup>rd</sup> day of January 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 **MADISON COUNTY HEALTH DEPARTMENT** (hereinafter “**MCHD**”) 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**, MCHD will provide essential public health 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 MCHD shall provide essential public health services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MCHD the sum of thirty thousand dollars and no cents (\$30,000.00) 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. MCHD pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCHD 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 MCHD.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCHD 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 MCHD, nor shall MCHD 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, MCHD 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 MCHD and that officers, employees, and any other agents of MCHD are not nor shall they be deemed to be officers, employees, or agents of the City.
- 7. MCHD 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. MCHD 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 MCHD may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
- 10. MCHD 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 COUNTY HEALTH DEPARTMENT**

**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 Madison County Health Department 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**

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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**

To: Mayor Paul Finley  
Members, Madison City Council  
100 Hughes Road  
Madison, AL 35758

From: Michael Glenn, MSN, RN  
Assistant Administrator Madison County Health Department

RE: Funding the Health Department for Fiscal Year 2023

The Madison County Health Department (MCHD) sincerely appreciates the opportunity to work with the Mayor and City Council of Madison, Alabama, and the department is proud to provide regulatory, medical and preventive services to the residents of the city. For the 2022 fiscal year, the department anticipates level funding from its other sources, with modest personnel cost increases of approximately 4%. The appropriation from the city of Madison is essential to maintaining these protective activities.

**Clinical Services provided to citizens of the city of Madison**

Please see the attached sheet which lists in detail the clinical services provided by MCHD. This information is collected by ZIP Code for all programs where that data is known, to specifically enumerate the citizens of the city of Madison who received services from the department.

**Environmental Services within the city of Madison**

Food service – permitting and inspections, complaint investigations and sample collection as needed

Lodging facilities – permits and inspections, complaint investigations (13 permits, leading to a minimum of one inspection per facility per year)

Solid waste enforcement – investigation of trash complaints, abatement of illegal dumping including building materials, dumpster maintenance, some hoarding problems

Tattoos and body art – permitting and inspections (7 permits leading to 14 inspections at minimum)

Septic tanks – mainly repairs for existing systems

Animal bite investigations and confinement orders – as needed

General complaints of a sanitation nature

The support received from the city of Madison is essential to MCHD for the provision of our services. Your assistance is greatly appreciated and the department stands ready to assist in any way possible.

**Clinical services provided to citizens of the city of Madison**

<b>Code</b>	<b>Name of Service</b>	<b>Visits by report</b>	<b>Comments</b>
AH	Adult Health	6	This service code includes a catch-all of miscellaneous and intervention services provided by the health department. Most are related to community disease testing and/or follow-up such as tuberculin skin testing. Others include pregnancy test and follow-up (including prophylaxis) for disease entities such as hepatitis or <i>Salmonella</i> .
CD	Cancer Detection	20	This service offers breast and cervical cancer screening to women who do not have third party access and yet do not qualify for women’s health care services under federal Family Planning regulations.
DCS	STD Services	395	This is an infectious disease control program and offers visits for interview, testing and treatment for STD to include cases, suspects, contacts and concerned individuals.
DCT	Tuberculosis	141	This program provides identification, testing (including induced sputums, x-ray), medication, and follow-up of patients, suspects, and contacts of tuberculosis. Directly observed therapy is a daily to tri-weekly medication regimen employed in all active tuberculosis patients/suspects for a minimum period of 6-9 months.

FP	Family Planning	488	This program provides voluntary family planning services to anyone seeking this care. With availability of a Nurse Practitioner working under medical preceptorship and guidelines, a full range of contraceptive choices are provided. This program supports not only personal choice of child bearing, but additionally serves as a venue for reduction of teenage pregnancy; avoiding medical consequences of unwanted pregnancy; allays economic impact to individuals and community by avoidance of unintentional pregnancies. These visits may include initial, supply revisit, problem revisit (usually Pap or breast anomaly), or annual classification. Some include limited primary care such as UTI, or other symptomology as can be related back to family planning and are within the scope allowed for the NP.
IMM	Immunizations	302	This program supports all necessary and school-required immunization for disease prevention and health promotion. Both adult and childhood immunizations are provided through this program.
WIC	Women, Infant, and Children Program	2101	This federal nutrition program provides nutritional assessment, nutritional education, and supplemental foods to qualifying prenatal and post-partum women; and children birth to 5 years of age. A primary goal is to maximize healthy growth and development of young children - thus promote their maximum capability for education and life potential. In addition to the direct services provided to the recipients, over \$2 million in food instrument vouchers were issued in Madison County last year; cashed in this county; and thus went back into Madison's economy.
	<b>TOTAL</b>	<b>3,453</b>	

**RESOLUTION NO. 2023-016-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH LIBERTY LEARNING FOUNDATION (LLF) 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 Liberty Learning Foundation (LLF) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seven thousand Five hundred dollars (\$7,500.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 23<sup>rd</sup> day of January 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 **Liberty Learning Foundation** (hereinafter “**LLF**”) 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**, LLF 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 LLF 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 LLF the sum of seven thousand five hundred dollars and no cents (\$7,500.00) 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. LLF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LLF 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 LLF.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LLF 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 LLF, nor shall LLF 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, LLF 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 LLF and that officers, employees, and any other agents of LLF are not nor shall they be deemed to be officers, employees, or agents of the City.
7. LLF 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. LLF 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 LLF may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. LLF 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.

**LIBERTY LEARNING FOUNDATION**

**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 Liberty Learning Foundation 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**

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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 Liberty Learning Foundation provides the Hands on Liberty and Super Citizen Programs to 2<sup>nd</sup> and 5<sup>th</sup> grade students in Madison City Schools.

- Columbia Elementary School
- Heritage Elementary School
- Horizon Elementary School
- Madison Elementary School
- Mill Creek Elementary School
- Rainbow Elementary School
- Midtown Elementary School

Funding from the City of Madison will be used to help provide the Super Citizen Teaching Resource Kits to approximately all participating elementary teachers. These resource kits include:

- Consumables for 25 students per classroom:
  - Student Workbooks
  - Statue of Liberty Crowns
  - Statue of Liberty Fun Facts
  - American Flags
  - Graduation Certificate
  - T-shirts
- Teacher support
  - Statue of Liberty Replica – Visual aid
  - Books that support, highlight and enrich the 10 lessons
  - Teacher Resource (binder with detailed curriculum & background information)
  - Program Resource DVD with video lessons
  - Full Online Access (established during COVID to provide easy access to teachers and parents)

Thank you for your support. Together we are improving Child, Community and Country.



**RESOLUTION NO. 2023-017-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY (BBBSTV) 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 Big Brothers Big Sisters of the Tennessee Valley (BBBSTV) 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 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 23<sup>rd</sup> day of January 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 **BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY** (hereinafter “BBBSTV”) 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**, BBBSTV 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 BBBSTV 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 BBBSTV 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. BBBSTV pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, BBBSTV 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 BBBSTV.

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

**BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY**

**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 Big Brothers Big Sisters of the Tennessee Valley 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**

Big Brothers Big Sisters of the TN Valley proposes to use the \$5000 allocated by the city of Madison toward our Bigs in Blue initiative. BBBS agencies across the country have been recruiting police officers (and fire fighter) to mentor local kids and be a positive role model. This venture is also used to break down the barriers that often exist between law enforcement and the communities they serve.

BBBSTV plans to recruit at least 5 Bigs to be mentors/role models to children in need. To ensure quality and safety to the best of our ability, each match between Big and Little cost about \$1000 per year. This includes training for all match parties (which includes the parent/guardian), vetting of the Bigs, routine monitoring of the match by a professional, implementation of evaluations, Mentor Mingles, match activities to allow peer support groups, etc. These services are of no cost to the Little and parent, and minimal (by choice) to the Big. Kids involved in Big Brothers Big Sisters programs are more likely to graduate high school and less likely to get involved with juvenile crime.

**RESOLUTION NO. 2023-043-R**

**A RESOLUTION TO ESTABLISH A SPECIAL REVENUE FUND ENTITLED "GENERAL CAPITAL IMPROVEMENT FUND."**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council desires to establish a fund entitled *General Capital Improvement Fund* which shall be classified as a Special Revenue Fund for accounting purposes; and

**BE IT FURTHER RESOLVED** there is to be established a checking account with Synovus Bank to account for funds deposited into the *General Capital Improvement Fund*; and

**BE IT FURTHER RESOLVED** that monies which are deposited into the fund shall be restricted for the capital improvement projects for which the funds were earmarked and transferred into the *General Capital Improvement Fund*.

**READ, PASSED AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

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

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

**RESOLUTION NO. 2023-048-R**

**A RESOLUTION AUTHORIZING A PROPERTY USE AGREEMENT WITH  
DUNLOP TIRE FOR MPD EMERGENCY DRIVER TRAINING**

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

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of January, 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 January 2023.

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



# SUMITOMO RUBBER USA, LLC



December 6, 2022

Madison City Police Department  
100 Hughes Road  
Madison, Alabama 35758

Dear Chief Gandy:

This letter agreement (this “**Agreement**”) is entered into and effective December 6, 2022 (the “**Effective Date**”) and sets forth the terms and conditions whereby Sumitomo Rubber USA, LLC (“**SRUSA**”) grants permission for the Madison Police Department (the “**Department**”) to use its tire test course and facility for driving practice.

## 1. PROPERTY USE

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

## 2. FEE

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

## 3. PROPERTY DAMAGE

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

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

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

#### 4. **RELATIONSHIP OF THE PARTIES**

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

#### 5. **CONFIDENTIALITY**

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

5.2 Confidential Information shall not include information that:

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

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

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

## 6. REPRESENTATIONS AND WARRANTIES

6.1 SRUSA represents and warrants to the Department that:

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

6.2 The Department hereby represents and warrants to SRUSA that:

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

## 7. INDEMNIFICATION

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



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

**8. TERM & TERMINATION**

- 8.1 The term of this Agreement shall commence on the Effective Date and shall continue through and until 11:59 p.m. EST on December 31, 2023, unless and until earlier terminated as provided hereunder.
- 8.2 Either party may terminate this Agreement at any time without cause, but in the event of termination shall provide the other party a thirty (30) day notice prior to termination.

**9. ASSIGNMENT**

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

**10. MISCELLANEOUS**

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

Page 5 of 6  
Madison City Police Department  
December 6, 2022

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

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

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

SIGNATURE PAGE TO FOLLOW

Page 6 of 6  
Madison City Police Department  
December 6, 2022

Very truly yours,

SUMITOMO RUBBER USA, LLC

By: .....  
Name: David Johansen  
Title: Vice President, Technical

ACCEPTED AND AGREED:

CITY OF MADISON

By: .....  
Name: Paul Finley  
Title: Mayor

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

**RESOLUTION NO. 2022-053-R**

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

<b>Quantity</b>	<b>Description</b>
2	Office Desk
1	Credenza
1	4-Drawer File Cabinet
1	2-Drawer File Cabinet

;and

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

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

**READ, APPROVED, and ADOPTED** this 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

**APPROVED** this 23<sup>rd</sup> day of December 2023.

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



# City of Madison, Alabama

## Capital Assets Disposal Form

Capital Assets Tag No. N/A  
(Existing Assets Number)

Date: 1/19/23 Department: Finance  
 Item Description: 2 desks, 1 credenza, 1 4 drawer file cabinet 1 2 drawer  
 Serial/Model #: N/A New:  Used:   
 Location: \_\_\_\_\_ Vendor Name: N/A  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
 Enhancements: \_\_\_\_\_

file cabinet

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.

Karen P. Bellamy  
Signature: (Department Head or Designee)

01-19-2023  
Date:

\*\*\*\*\* 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

**ORDINANCE NO. 2023-007**

**AN ORDINANCE CHANGING THE NAME AND DESIGNATION OF A CERTAIN PUBLIC STREET LOCATED WITHIN THE CITY OF MADISON, ALABAMA**

**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 City of Madison on behalf of The Enfinger Companies for the following public street located within the corporate limits of the City of Madison Alabama be changed from its present name and designation as set forth below:

**Halsey Road** shall be changed to and hereafter designated as **Madison Branch Boulevard**

**SECTION 2.** That the Public Works Department of the City of Madison, Alabama, is hereby authorized and directed by the City Council to prepare and install appropriate street signs renaming and redesignating said street as set out hereinabove.

**SECTION 2.** That all City Departments of the City of Madison, Alabama, shall implement this change, indicating on all official maps of said municipality the change of the street name as set forth above. In addition, thereto, the City Clerk-Treasurer shall cause sufficient copies of this Ordinance as finally adopted to be distributed to all departments of said municipality which shall be affected thereby, including, but not limited to, Fire, Police, Public Works, Engineering, Planning, and Building Departments as well as to all appropriate federal, state, county, and other local agencies and entities requiring notification.

**SECTION 3.** This Ordinance shall become effective upon its adoption and its final publication as required by law.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of January, 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of January, 2023.

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



April 22, 2022

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

To Whom It May Concern:

Please accept this letter as our request to change the street name of Halsey Drive to Madison Branch Boulevard. We are making this request on behalf of the family who had owned the property for a number of years, who is now no longer affiliated with the property and would prefer that their name would no longer be affiliated.

There are three residents with current addresses on Halsey Drive:

John W Bryson, 10221 Halsey Drive  
Fred Boseck, 10225 Halsey Drive  
Kenton & Cindy Haynes, 10175 Halsey Drive

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Enfinger". The signature is written in a cursive, flowing style.

Jeff Enfinger

**RESOLUTION NO. 2023-044-R**

**A RESOLUTION AUTHORIZING AGREEMENT FOR  
PROFESSIONAL SERVICES WITH NIVENS & ASSOCIATES APPRAISALS, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional services agreement with Nivens & Associates Appraisals, Inc. for a land appraisal near the proposed Madison Branch Roundabout for a land acquisition, said document 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 Nivens & Associates Appraisals, Inc. in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of January 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of January 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 Nivens & Associates Appraisals, Inc. an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville Alabama 35801, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison is in need of an appraisal of the value of property at or near the proposed Madison Branch Roundabout for a land acquisition for the project; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

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

*Provision of land appraisal services for property needed to complete the proposed Madison Boulevard Branch Roundabout improvement.*

B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State

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

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.
- I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **seven thousand dollars (\$7,000.00)**, payable as services are rendered and invoiced to City. Consultant is solely responsible for submission of invoices outlining the work performed and the payment due from



City, terms net thirty (30) days.

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

**SECTION 3: INDEMNIFICATION & INSURANCE**

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

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

**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*

All notices to Consultant shall be addressed to:

*Darrin Nivens  
Nivens & Associates Appraisals, Inc.  
115 Manning Drive, Suite D202  
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. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

City of Madison, Alabama,  
a municipal corporation

Attest:

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

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

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

STATE OF ALABAMA                   §  
  §  
COUNTY OF MADISON               §

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

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

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

**Nivens & Associates Appraisals, Inc.  
Consultant**

By: Nivens & Associates Appraisals, Inc.  
Darrin K. Nivens, President

Its: President

Date: 1/18/2023

STATE OF ALABAMA                   §  
  §  
COUNTY OF MADISON           §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Darrin K. Nivens, whose name as President of Nivens & Associates Appraisals, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 18<sup>th</sup> day of January, 2023.



Jacqueline Marie Myers  
Notary Public  
My Commission Expires 08/20/2024

# *NIVENS & ASSOCIATES APPRAISALS, INC.*

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

January 6, 2023

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

Re: Appraisal Fee Quote for Madison Branch  
Road Improvement Project

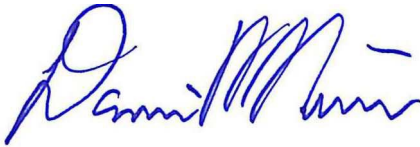
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisals of the properties involved in the Madison Branch Road Improvement Project. This letter is to advise you that we will be glad to prepare appraisals on the four properties listed on the maps that you provided us.

The fee to complete appraisal reports on all four of these properties listed in your letter will be **\$7,000**. The appraisal report will be prepared in a narrative format in a single appraisal report, will report separate before and after values for all four properties and will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. These reports will be completed within approximately 30-days from the date of engagement by the City of Madison.

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

Sincerely,



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

Darrin K. Nivens, MAI



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



**RESOLUTION NO. 2023-045-R**

**A RESOLUTION AUTHORIZING MAYOR TO ACCEPT QUOTATION FROM  
COMPUTATIONAL HYDRAULICS INTERNATIONAL FOR SOFTWARE  
SUBSCRIPTION SERVICES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from Computational Hydraulics International for annual software subscription support services for PCSWMM for the Engineering Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote Q25646", dated January 3, 2023, 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 Computational Hydraulics I 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 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of January, 2023.

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

# Computational Hydraulics Int.

147 Wyndham Street, Suite 202  
Guelph, Ontario, Canada, N1H 4E9  
Tel: (519) 767-0197 Fax: (519) 489-0695  
Email: [info@chiwater.com](mailto:info@chiwater.com)  
Web: [www.chiwater.com](http://www.chiwater.com)

# Quote Q25646

Tuesday, January 3, 2023

### Client Information

Mr. Eduard Morgan  
City of Madison AL  
100 Hughes Rd  
Madison AL 53703  
USA

Email: [eduard.morgan@madisonal.gov](mailto:eduard.morgan@madisonal.gov)  
Tel: 256-774-4414  
Fax:

### Shipping Address

Same as client address above...

### Billing Address

Same as client address above...

Item	Description	Unit Price	Quantity	Amount
S222	PCSWMM Professional 2D single user subscription 818022 (Jan 25, 2023 to Jan 25, 2024)	\$2,400.00	1	\$2,400.00
<b>SubTotal:</b>				\$2,400.00
<b>Total in US dollars:</b>				<b>\$2,400.00</b>

To confirm this order and enter your payment information, please go to:  
<http://www.chiwater.com/pay.asp?Item=Q25646&Name=Morgan>

This quote is valid till March 3, 2023.

If you have any questions concerning this quote, call: (519) 767-0197

**THANK YOU FOR YOUR BUSINESS!**

**RESOLUTION NO. 2023-041-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH VICKERS CONSULTING SERVICES INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Vickers Consulting Services, Inc., for grant writing services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Consulting 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 Vickers Consulting Services, Inc. in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of January 2023.

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

**ATTEST:**

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

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

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

**Vickers Consulting Services, Inc**  
**Consulting Agreement – Flat Rate**  
Rev 12/14/2016

This Agreement is made effective as of 1-9-23, by and between the City of Madison, Alabama and  
Vickers Consulting Services Inc., P.O. Box 682903, Houston, TX 77268.

In this Agreement, the party who is contracting to receive services shall be referred to as "Applicant", and the party who will be providing the services shall be referred to as "Consultant".

- Consultant has a background in Grant Writing, and is willing to provide services to Applicant based on this background.
- Applicant desires to have services provided by Consultant.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on 1-9-23, Consultant will provide the following services if requested (collectively, the "Services"): grant program application development, including but not limited to: research of funding opportunities, project development, application development, cost estimation, and project narrative development. Applicant understands that their approval will be required on all applications.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Applicant will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

**3. PAYMENT.** Applicant will pay a fee to Consultant for the Services based on a flat rate of \$1,200.00 for the grant application worked on by the Consultant. This fee shall be payable no later than thirty (30) days following the submission of the proper invoice for the application. Upon termination of this Agreement Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid. Work product constituting payment is considered to be narrative preparation. If a narrative is prepared and submitted to the Applicant for review the relationship is considered to be billable and even if the Applicant decides not to apply to said grant program they will be billed the full amount for services rendered. A \$25 late fee will be added for payments 60 days or more overdue.

**4. EXPENSE REIMBURSEMENT.** Consultant shall pay all "out-of-pocket" expenses, and shall be entitled to reimbursement within 30 days of the incurred expense from Applicant. Reimbursable costs include, but are not limited to, postage, facsimile, notary, airfare & other travel related expenses, and other administrative costs. These costs will be limited to \$50 initially. If costs are to exceed \$50 Consultant will notify Applicant of the costs and receive written approval prior to making the expenditure. Since travel is not normally necessary for the Consultant to perform their duties, any travel requests by the Applicant shall be done in writing and costs agreed to prior to any travel plans being made.

**5. TERM/TERMINATION.** Since this Agreement is open-ended in nature, it shall be terminated in writing and agreed to by both parties. Termination can be stipulated to be upon completion by Consultant of the Services required by this Agreement, and payment by the Applicant for those services if the termination date is prior to the completion of the Service.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Applicant, and not an employee of Applicant. Applicant will not provide fringe benefits, including health insurance benefits or any other employee benefit, for the benefit of Consultant.

**7. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*a. Consultant's Intellectual Property.* Consultant does not personally hold any interest in any Intellectual Property. Applicant claims no rights to any work product of the Consultant for the length of service with the exception of the completed application and its components. Applicant makes no claims to the knowledge of the Consultant acquired during the length of service, even if acquired solely for the purpose of this Agreement.

**8. CONFIDENTIALITY.** Applicant recognizes that Consultant has and will have the following information:

- prices of items included in the application
- costs & budgeting information of the organization
- discounts being given to only the Applicant by vendors
- future plans of the organization
- current business affairs of the organization

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Applicant and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any specific Information that can be used to identify the Applicant for Consultant's own benefit, or divulge, disclose, or communicate in any manner any of said specific Information to any third party without the prior written consent of Applicant. Consultant will protect the Information and treat it as strictly confidential. Applicant agrees that Consultant can use general information describing the project and Applicant that will not divulge the identity of the Applicant as examples for published materials, speaking engagements, or any other such use. A violation of this paragraph shall be a material violation of this Agreement.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Applicant :

City of Madison, Alabama  
City Attorney  
Madison, AL 35758

IF for Consultant:

Vickers Consulting Services, Inc  
 PO Box 682903  
 Houston, TX 77268-2903

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Notices may also be sent by email or facsimile, and will be verified by telephone as to their authenticity.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

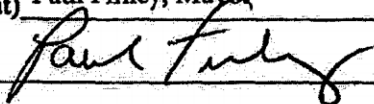
**11. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

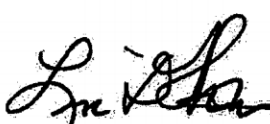
**12. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision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

**13. WAIVER OF CONTRACTUAL RIGHT.** 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.

**14. ACCURATE INFORMATION.** Consultant can not be held responsible for the inaccuracy of any information given by the Applicant. The Applicant is required to give the Consultant all proper information that is required to comply with all rules and regulations of the Grant or Funding Program which will be receiving the work product created by this agreement. This agreement holds harmless the Consultant in the event that the Applicant engages in fraudulent activity.

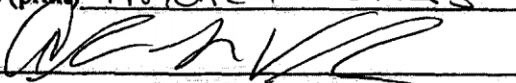
Party receiving services (Applicant): City of Madison, Alabama

By:  
Authorized Party #1  
Name & Title (print) Paul Finley, Mayor  
Signature: 

Attest:   
**Lisa D. Thomas**  
City Clerk - Treasurer

Authorized Party #2 (if required by Applicant)  
Name & Title (print) \_\_\_\_\_  
Signature: \_\_\_\_\_

Party providing services:

Vickers Consulting Services, Inc.  
By Name & Title (print) Andrea Vickers Office Mgr.  
Signature: 

**RESOLUTION NO. 2023-046-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH THE UNIVERSITY OF ALABAMA HUNTSVILLE  
CENTER FOR MANAGEMENT & ECONOMIC RESEARCH**

**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 a Professional Services Agreement with the University of Alabama Huntsville Center for Management and Economic Research (herein "UAH Ctr. For Mgt. and Economic Research"), for development and facilitation of a five (5) year strategic plan for the Madison Fire and Rescue Department, 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 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 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 terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to the UAH Ctr. for Mgt. and Economic Research 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 23rd day of January 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 January 2023.

---

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





## CONTRACT FOR SERVICES

### Strategic Planning 2023

#### Scope of Services

##### Project Purpose

The project involves facilitating the creation of a 5-year strategic plan with a 10-member planning team for Madison Fire and Rescue. The process will include addressing the mission statement, vision statement, value statements, goals, and objectives for a 5-year strategic plan. It will also include up to five interviews with community leaders/partners to be identified by Chief David Bailey. Madison Fire and Rescue will be responsible for organizing all meetings (place, refreshments, invitations, materials distribution, etc.). UAH CMER will facilitate the sessions, summarize ideas, draft reports, and present the strategic plan in electronic document form.

##### Planning

##### Six Planning Sessions will consist of:

- Mission and values revisit
- Vision development
- Initiatives identification and prioritization
- 3-5 Goals with objectives plus a SWOT analysis for each goal
- Timeline, metrics, and resource requirements
- **Five community leader/partner interviews**
- **Written Strategic Plan will be delivered in Word format by May 2023**

##### Period of Performance

Begins upon execution of contract and will be finished in approximately 5 months plus any unexpected delays initiated by the customer. January 2023 through May 2023 is planned.

#### Expected Improvements

The degree and achievement of improvements are dependent on the company's ability to effectively implement the changes detailed on any implementation plan advocated by ATN staff. Assuming reasonable success during the implementation phase, the following improvements are expected within the first year after implementation.

Impact Measure	Discussion	Expected Impact
Investment in Workforce Practices or Employee Skills	Number of Employees times number of days in training or project times Average Loaded Daily Wage plus Cost of Contract.	\$9,400

#### Project Costs and Timeline

For the scope defined above, the cost will be \$9,400.

		Start Date	
Strategic Planning	Madison Fire and Rescue Proposed Strategic Planning 2023	January 2023	\$9,400

<b>Total Project Cost</b>	<b>\$9,400</b>
---------------------------	----------------

<b>Project Manager: Jeff Thompson</b>
<b>Endeavor Number: 8131</b>
<b>Date: January 10, 2023</b>

**MEP Survey**

ATN clients are surveyed between three (3) months and two (2) years after project closing by an independent third party under contract with the Manufacturing Extension Partnership (MEP). Immediately prior to the survey, each company will be contacted by ATN staff to inform you of the upcoming survey and to review the impact data related to this and other ATN projects performed for your company. **The company's cooperation in the MEP survey is a condition of this agreement.**

**Company Contacts for MEP Survey**

<b>Primary Contact:</b> Chief David Bailey	<b>Secondary Contact:</b> Brandy Williams
<b>Title:</b> Fire Chief	<b>Title:</b> Deputy Fire Chief
<b>Phone:</b> (256) 772-5696	<b>Phone:</b> (256) 772-5696
<b>FAX:</b>	<b>FAX:</b>
<b>Email:</b> david.bailey@madisonal.gov	<b>Email:</b> brandy.williams@madisonal.gov

Company Name	Address	City, State ZIP	Phone
Madison Fire and Rescue, City of Madison	101 Mill Road	Madison, AL 35758	(256) 772-5696
Alabama Technology Network	301 Sparkman Drive	Huntsville, AL 35899	(256) 824-2667

**Payment Terms**

ATN will invoice at the completion of the project unless otherwise specified in this contract.

<b>Standard Payment Terms:</b>	<b>Net 30 days</b>
<b>Payment Methods:</b>	<b>Check, Visa, Master Card, American Express</b>
<b>Make checks payable to:</b>	<b>ATN</b>
<b>Mail payments to:</b>	<b>ATN Corporate Office Attention: Accounts Receivable PO Box 302130 Montgomery, AL 36130-2130</b>

# Terms and Conditions

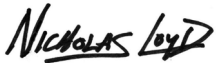

By and between the Alabama Technology Network (ATN), and Madison Fire and Rescue, City of Madison, whereas Madison Fire and Rescue, City of Madison --hereinafter referred to as the Client--desired that ATN--herein after referred to as the Center--provide services described on the previous page, which the Center has the ability and willingness to provide either directly or through appropriate service providers.

Now therefore, the parties hereby agree as follows:

**Relationship of Parties:** In performing the work duties and obligations pursuant to this Agreement, each party shall at all time act and perform as an independent contractor. No relationship of employer, employee, partner, joint venture, principal, or agent is created by this Agreement; and neither party may therefore make any claim against the other party for social security benefits, worker's compensation benefits, unemployment insurance benefits, vacation pay, sick leave, or any other employee benefit of any kind. No party shall have or exercise any control or direction over the performance of services by the other party to this Agreement except as provided herein. The Center and Client are each responsible for their own acts or omissions and are not responsible for the acts or omissions of the other. None of the provisions of this Agreement is intended to create nor shall be designed or construed to create any relationship between or among the Center, Client, and any Contractors, if applicable, other than that of independent contractor relationship between Client and Center.

- 1. Intellectual Property:** "Intellectual Property" shall mean inventions and discoveries (whether or not patentable), patents, patent applications, copyrights, masks works, computer software, and other writings, and all forms of similar proprietary rights conceived or developed by the performer during the term of the Agreement. Ownership of rights to all Intellectual Property discovered or identified by the Center during the term of this Agreement shall belong to the Center.
- 2. Exculpation:** The Center will not be liable to the Client for any loss, cost, damage, or expense incurred by the Client as a result of any action or failure to act, whether solely negligent or otherwise, by the Center, its employees, agents, or contractors in providing the services bargained for in this Agreement.
- 3. Indemnification:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing a claim with the Board of Adjustment for the State of Alabama.
- 4. Center Warranties:** The Center warrants to the Client that all services furnished hereunder will be performed with reasonable skill, care, and diligence and will conform to professional standards. The Center's liability and the Client's remedy under this warranty are limited to the correction of such services or data as are shown to the Center's reasonable satisfaction to have been defective, provided that written notice of such defective services or data shall have been given to the Center by the Client within ninety (90) calendar days after the performance of such services or delivery of such data by the Center.
- 5. Modification of Agreement:** This Agreement may only be modified, amended, extended, or terminated by the written agreement of both parties.
- 6. Entire Agree ment:** This Agreement contains the entire agreement between the Center and the Client with respect to the subject matter hereof. All prior agreements, representations, and promises between the Center and the Client with respect to the subject matter hereof are hereby superseded by this Agreement.
- 7. Governing Law:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama.
- 8. Impossibility of Performance:** Neither party shall be deemed to be in violation of this Agreement if prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, acts of God or of the public enemy, flood, storm, strikes, or statutory regulations, rule, or action of any federal, state, or local government, or any agency thereof.
- 9. Expiration of Proposal/ Contract:** This Proposal and Contract for Services is VOID if not executed within 30 days of the proposal/ contract cover date.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.


 Digitally signed by Dr. Nicholas Loyd  
Date: 2023.01.10 10:52:44 -06'00'  
\_\_\_\_\_  
Alabama Technology Network

Jan 10, 2023
Date

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

Date

**RESOLUTION NO. 2023-038-R**

**A RESOLUTION AUTHORIZING A LANDSCAPE BUFFER AGREEMENT  
WITH D&S COWBOYS #1, LLC AND JIM SIBLEY**

**WHEREAS**, the Zoning Board of Adjustment and Appeals of the City of Madison granted a conditional variance to D&S Cowboys #1, LLC to allow a landscaping buffer within the City's right of way along the southeastern corner of Hughes Road and Portal Lane; and

**WHEREAS**, D & S Cowboys #1, LLC has since transferred interest of the Property to Jim Sibley;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an Agreement with D&S Cowboys #1, LLC, and Jim Sibley to provide for the placement of a landscape buffer within the City's right of way, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Landscaping and Buffer 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 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.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of January 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 January 2023.

---

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

**LANDSCAPING AND BUFFER AGREEMENT**

THIS AGREEMENT (this “Agreement”) is made and entered into as of the 23rd day of December 2022 (the “Commencement Date”), by and among **THE CITY OF MADISON, ALABAMA**, a municipal corporation (the “City”), and **JIM SIBLEY**, as property owner of property located at the Southeast corner of the intersection of Hughes Road and Portal Lane (“Licensee”).

**RECITALS**

**WHEREAS, D & S COWBOYS #1, LLC** was the previous owner/lessor of certain real property located at 99 Hughes Road Madison, AL 35758 (“the Property”); and

**WHEREAS,** the City owns certain right-of-way that lies adjacent to the Property, which is depicted in **Exhibit A** to this Agreement (the “Licensed Area”); and

**WHEREAS, D & S COWBOYS #1, LLC** applied to the City of Madison Zoning Board of Adjustments and Appeals (the “Board”) requesting a variance to use the Licensed Area for landscaping and buffer purposes; and

**WHEREAS,** the Board held a hearing after giving proper notice, and decided to grant a variance to Licensee for the use of the Licensed Area for landscaping and buffer purposes contingent on a formal agreement with the City;

**WHEREAS,** on September 29, 2022 the Property was conveyed to **JIM SIBLEY**; and

**AGREEMENT**

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals and Incorporation. The foregoing recital clauses are true and correct in all respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof. Furthermore, the Board’s Order on a Request for a Variance, dated the March 30, 2021, in Case No. VAR 2021-003 related to the Licensee and the Property, a copy of which is attached hereto as **Exhibit B** hereof, is incorporated by reference and made a material part of this Agreement as though fully set forth herein as additional duties of the Licensee. Except as modified by the Board’s Order on a Request for a Variance attached as Exhibit B, the terms and requirements of the Madison Zoning Ordinance, as it may be amended over time, are also incorporated by reference and made a material part of this Agreement as though fully set forth herein as additional duties of the Licensee.

2. License. The City hereby grants to Licensee, and Licensee hereby accepts, a non-

exclusive license (the "License") to use and occupy the Licensed Area for the purpose of erecting and extending the landscaping from the Property into the Licensed Area for the License Period. The parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement. The Licensed Area shall be used by Licensee for the express permitted use, as set forth in this Section, and for no other purpose except as may be agreed upon by the City in writing in its reasonable discretion.

THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE LICENSED AREA, OR THE PROPERTY.

3. Maintenance of Improvements. The Licensee shall be solely and absolutely responsible for the maintenance and repair of the landscape and buffer. The Licensee agrees to maintain it in a pleasing and good condition.

4. Removal. Licensee expressly recognizes and agrees that the City may remove the landscaping and buffer if necessary to carry out the purposes of the easement, to accomplish a governmental purpose, or for any other reason that the City deems necessary. The Licensee agrees that the reestablishment of the buffer and landscaping is the sole responsibility of the Licensee and must be accomplished within thirty days of a request to do so by the City or within such other time that may be authorized in writing by the City's Director of Development Services (or the City's successor position, by whatever name it may be called).

5. Access. The City and its officers, agents, employees, contractors, subcontractors, guests, invitees, and the general public shall have the right of access to the Licensed Area at all times.

6. License Period. The "License Period" for the Licensed Area shall commence on the Commencement Date and shall run in perpetuity unless and until this Agreement is terminated by the City. Under no circumstances shall the Licensee be permitted to unilaterally terminate this Agreement. At the City's sole option, upon reasonable notice to the Licensee, the City may either unilaterally terminate this Agreement or the City may unilaterally give notice to the Licensee of an amended description of the Licensed Area.

7. Liability.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE CITY BE LIABLE TO THE LICENSEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS. The City and Licensee agree that none of the City's officers, employees, shareholders, or any of its agents shall have any personal obligation hereunder, and that Licensee shall not seek to assert any claim or enforce any of its rights hereunder against any of such parties in their personal capacities.

(b) Licensee shall indemnify and hold the City and its agents, officers, and employees harmless from any liability asserted or attempted to be asserted against the City related

to the License Area, related to the Licensee’s creation or maintenance of the landscaping or buffer, or the related to the use of the Licensed Area by members of the general public, except for such liability that is asserted on account of an intentional wrong by the City. During such time as Licensee and/or its agents, servants or employees are on the Licensed Area, such agents, servants or employees shall remain solely the agents, servants or employees of Licensee and shall not in any way be the agents, servants or employees of the City, nor shall the City be the insurer, principal, or employer of such agents, servants or employees during the time that they are present upon, transporting, using or otherwise participating in any activity regarding the Licensed Area.

8. Notices.

(a) Unless specifically stated otherwise in this Agreement, all notices, demands, requests, consents, approvals, or other communications (for purposes of this Section collectively referred to as “Notices”) shall be in writing and delivered to the City or Licensee, at the addresses set forth below, by one the following methods:

- (i) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (ii) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;
- (iii) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or

(b) The addresses for all communications and notices shall be as follows:

**If to City:**

Name: City of Madison Alabama  
 Address: 100 Hughes Road  
 Madison, AL 35758  
 ATTN: Mayor

**With a copy to:**

Name: City of Madison Alabama  
 Address: 100 Hughes Road  
 Madison, AL 35758  
 ATTN: City Attorney

**If to Licensee:**

Name: JIM SIBLEY  
 PO Box 232  
 Courtland, AL 35618

(c) Any party may, by notice given in accordance with this Section, designate a different address or person for receipt of all communications or notices.



(d) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

9. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties and supersedes any prior agreements and understandings between such parties relating to the subject matter hereof.

10. Amendment and Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by both parties.

11. Miscellaneous.

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(c) Section Headings. The section titles herein are for convenience only and do not define, limit or construe the contents of such sections.

(d) Recording. Recording of this Agreement with the Madison County, Alabama, Judge of Probate is required and must be accomplished by the Licensee within ten days of the Commencement Date.

(e) Severability. If any provision or provisions in this Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

(g) Assignability. This Agreement may be freely assigned by the City. Licensee may assign this Agreement only with the written approval of the City or in conjunction with a transfer of Licensee's entire interest in the Property.

*[Remainder of page left intentionally blank; Signature pages to follow]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first above written.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first above written.

**JIM SIBLEY**

Signature: \_\_\_\_\_

By (Printed Name): \_\_\_\_\_

Its (Title): \_\_\_\_\_

STATE OF ALABAMA        )  
MADISON COUNTY        )

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, 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 said instrument, he or she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first above written.

**D & S COWBOYS #1, LLC**

Signature: \_\_\_\_\_

By (Printed Name): \_\_\_\_\_

Its (Title): \_\_\_\_\_

STATE OF ALABAMA        )  
MADISON COUNTY        )

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, 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 said instrument, he or she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RESOLUTION NO. 2023-047-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH MCCOMM GROUP, 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 a Professional Services Agreement with McComm Group, Inc. to facilitate the development of the sign types selected and installed for Wayfinding Project Phase III, said Agreement to incorporate the consultant's scope of work and estimate for Phase III dated August 8, 2022 and the terms and conditions of the attached Agreement styled "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 Agreement or Amendment, 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 terms of the Amendment to the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to McComm Group, Inc., in the amount(s) and manner set forth in the Amendment 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 23rd day of January 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 January 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 McComm Group, Inc., located at 402 Oak Street NE, Suite A, Decatur, Alabama 35601, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought professional services for the development of a comprehensive sign and wayfinding master plan; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:
  - (1) Professional consultation on sign materials, color specifications and content.
  - (2) Professional consultation on sign installation locations.
  - (3) Delivery of (Madison approved) final artwork to selected sign vendor for production.
  - (4) Collaboration with the city planner to review sign vendor drawings.
  - (5) Collaboration with the city planner to review sign vendor production proofs.
  - (6) Up to 9 site visits with sign vendor to finalize sign installation locations.
  
- B. Professional signage audit services, said services to be administered according to Consultant's proposal dated August 4, 2022 ("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 **thirty-two thousand dollars (\$32,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.

- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's hourly rates and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall



provide, in effect, that the policy may not be cancelled or non-renewed by the insurer until at least thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant's insurance shall provide primary coverage as relates to other insurance carried by the City.

**SECTION 4: COMMENCEMENT; TERM**

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

**SECTION 5: TERMINATION**

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

**SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

**SECTION 7: EXCUSED PERFORMANCE**

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

**SECTION 8: ASSIGNMENT**

Neither Consultant nor City may assign or transfer this Agreement or any part thereof

without the express, written consent of the other party.

**SECTION 9: ENTIRE AGREEMENT: WAIVER**

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

**SECTION 10: NOTICES**

All notices to City shall be addressed to:

*Director  
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, Alabama 35758*

All notices to Consultant shall be addressed to:

*McComm Group, Inc.  
402 Oak Street NE, Suite A  
Decatur, Alabama 35601*

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

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

McComm Group, Inc.  
Consultant

By: Joel McWhorter

Printed: Joel McWhorter

Its: President

Date: 1/13/2023

STATE OF ALABAMA §  
  §  
COUNTY OF Morgan §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joel McWhorter, whose name as President of McComm Group, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 13<sup>th</sup> day of 2023, 2023.

Christa Comer Sand  
Notary Public



**McCOMM GROUP**  
A CREATIVE COMMUNICATIONS COMPANY  
McCommGroup.com

## Estimate

Mary Beth Broeren, A.I.C.P.  
City of Madison  
Economic Development Dept.  
100 Hughes Road  
Madison, AL 35758

Date 08/04/22  
Number 22.17742  
Revision Original  
AE/Team JM

Due Date:

Name/Title: Wayfinding Project Phase III

In the third phase of the wayfinding signage master plan, McComm Group's team will work closely with the sign vendor selected by the City of Madison to provide consultation to help facilitate the development of the sign types selected that are to be installed from the "Wayfinding System Design" master plan submitted to the city planner on June 8, 2022.

Working closely with the Madison City Planner, the McComm Group will recommend sign face content and sign installation locations using the Phase I sign audit maps and content.

This estimate includes project management support for:

- 1) Professional consultation on sign materials, color specifications and content
- 2) Professional consultation on sign installation locations
- 3) Delivery of (Madison approved) final artwork to selected sign vendor for production
- 4) Collaboration with the city planner to review sign vendor drawings
- 5) Collaboration with the city planner to review sign vendor production proofs
- 6) Up to 9 site visits with sign vendor to finalize sign installation locations

Does not include: Phase III engineered drawings, fabrication or installation costs, permit fees or public approval presentations.

Note: This price estimate is not intended to provide repeat coverage for multiple contracts with a sign vendor(s), but rather, to provide consultation and project management support for one instance through one sign vendor contract. Additions and changes that are out of the scope of work will be billed as change orders.

Description:	Estimate:
<b>TOTAL</b>	<b>\$32,000.00</b>

*This is an estimate to produce this project. Additional changes will be billed at an hourly rate for actual time spent on project. Shipping is not included in this estimate. If paid by credit card, additional 2.9% fees apply. Estimate valid for 30 days.*

McComm Group, Inc. | 402 Oak Street NE, Suite A Decatur AL 35601 | Ph: 256-351-0560

Approvals:

Client

Date:

**RESOLUTION NO. 2023-052-R**

**A RESOLUTION AUTHORIZING IMPROVEMENTS TO TOYOTA FIELD  
IN RESPONSE TO NEW MLB STANDARDS**

**WHEREAS**, Major League Baseball (“MLB”) has adopted new standards for minor league facilities; and

**WHEREAS**, after the completion of the minor league facilities audit, Toyota Field was assigned 78 points and all minor league facilities are required to have no more than 9 points prior to the start of the 2025 season; and

**WHEREAS**, MLB is allowing improvements to be phased-in;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to proceed with the Phase 1 improvements to Toyota Field (Attachment A: Phase 1 Improvements), the price of such improvements to not exceed **three hundred thousand dollars (\$300,000.00)**, 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 therefor.

**READ, APPROVED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of January, 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of January, 2023.

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

### Attachment A

	Improvements expected to include the following:
Phase 1	<ul style="list-style-type: none"><li>• Lockers – add 2 to Home Clubhouse, add 2 to Visiting Clubhouse, add 2 to Visiting staff locker room</li><li>• Home Clubhouse Commissary – add freezer and dishwasher</li><li>• Create Visitor Clubhouse Commissary – to include refrigerator, freezer, dishwasher, sink, microwave, table with eight chairs, storage cabinets</li><li>• Visitor Training Room – add desk and second whirlpool</li><li>• Batting Cage Netting – raise height and repair</li><li>• Dugouts – add anti-skid material to steps</li><li>• Female facilities – rent temporary trailer for two years</li></ul>