



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
May 28, 2024

AGENDA NO. 2024-10-R - Revised

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Troy Garner of The Fellowship of Faith Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-09-RG, dated May 13, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Life Saving Awards by Fire Chief David Bailey to Fire Captain Eddie Richardson, HEMSI Paramedic John Blankenship, and HEMSI EMT-B Tyler Eberle

B. Presentation of Employee of the Year Awards by Mrs. Debbie Overcash with the Madison Rotary Club

C. Intermission: Employees of the Year Reception

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

- B. Resolution No. 2024-143-R:** Authorizing a Subscription Agreement with TheraNest (\$39 per month to be paid from HR Department budget)
- C. Resolution No. 2024-145-R:** Declaring duty weapon and badge issued to Lieutenant Christie Gover as surplus and authorizing it be given to her upon retirement
- D. Resolution No. 2024-151-R:** Authorizing the renewal of Civil 3D software license subscriptions from Autodesk, Inc. for four (4) single-user workstations (\$10,560 to be paid from Engineering Department budget)
- E. Resolution No. 2024-152-R:** Providing for the disposition of personal property of negligible value (66 Cisco IP Phones) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- F. Resolution No. 2024-153-R:** Providing for the disposition of personal property of negligible value (2012 Dodge Charger RWD with broken rear subframe), formerly used by the Police Department, via online auction through Govdeals website pursuant to Section 16-108 of the City of Madison Code of Ordinances
- G. Resolution No. 2024-155-R:** Authorizing the disposal or destruction of certain Police Department records as reviewed and approved by the Alabama Department of Archives and History
- H.** Authorization of payment of Invoice No. 26355-1 to Morell Engineering for work on resurfacing and striping of Madison Blvd. from Wall Triana to Flagstone on Project No 22-002 (\$29,512.82 to be paid from Fund 38)
- I.** Authorization of payment (Draw #7) to Enfinger Development, Inc. for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (\$264,354.80 to be paid from Fund 38)
- J.** Authorizing the Engineering Department to solicit quotes to rewire the traffic signal at Hughes Road and Highway 72
- K.** Acceptance of donation from L. Tucker (\$30 to be deposited to Senior Center donation account)
- L.** Acceptance of donation from Huntsville Gymnastics Center (\$200 to be deposited into Recreation Donation Account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

A. Resolution No. 2024-148-R: Authorizing the archiving of the May 22, 2024 City Council Work Session

B. Resolution No. 2024-165-R: Authoring pedestrian improvements to Gillespie and Hughes (not to exceed \$50,000 to be paid from Council Special Project Budget)

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

A. Resolution No. 2024-140-R: Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for the vacant lot at 0 Bradley Street (assessment fee of \$3,970.25)

13. DEPARTMENT REPORTS

ENGINEERING

A. Resolution No. 2024-150-R: Authorizing a Professional Services Agreement with Shoals Electric to rewire the traffic signal and install new detection loops including conduit with junction boxes as required at the I-565 and Wall Triana Hwy intersection on Project 24-015 (amount not to exceed \$19,300, to be paid from Engineering Department budget)

B. Resolution No. 2024-156-R: Authorizing a Professional Services Agreement with Halliburton Surveying & Mapping, Inc. for surveying services for the Palmer Park parking lot addition on Project 23-022 (in an amount not to exceed \$6,500, to be paid from Recreation Department budget)

C. Resolution No. 2024-160-R: Authorizing a Permissive Use Agreement with SWR Holdings, LLC for grading/clearing of property near Brownsferry/Burgreen Road Roundabout Project

D. Resolution No. 2024-161-R: Authorizing a Professional Services Agreement with Contech for engineering services for structural design of a pedestrian bridge at Palmer Park (\$22,000 to be paid from Engineering Department budget)

FIRE & RESCUE

A. Proposed Ordinance No. 2024-137: Amending Section 18-3 of the Madison City Code to allow novelty and sparkling devices (First Reading 05/13/2024)

LEGAL

A. Proposed Ordinance No. 2024-119: Repealing Ordinance No. 2019-009; schedule for trash and garbage rates (First Reading 05/13/2024)

B. Resolution No. 2024-147-R: Authorizing an agreement with Swatek, Vaughn, & Bryan, LLC for governmental relations and lobbying services for a one-year period (\$5,000/month to be paid from Legal Department budget)

PLANNING

A. Proposed Ordinance No. 2024-123: Assenting to the annexation of certain property owned by Caneta Hall Hunnicutt and David A. Hunnicutt located at 100 Roema Drive (First Reading)

B. Resolution No. 2024-125-R: Setting a Public Hearing on Proposed Ordinance No. 2024-124; zoning certain property owned by Caneta Hall Hunnicutt and David A. Hunnicutt located at 100 Roema Drive to R-2 (Medium Density Residential District) upon annexation (First Publication 6/5/2024, Synopsis 6/12/2024, Public Hearing 7/8/2024)

C. Proposed Ordinance No. 2024-141: Vacation of landscape easement located within Lot 2B of Heritage Plantation 9th Addition Subdivision (First Reading)

RECREATION

- A. **Resolution No. 2024-142-R:** Authorizing an agreement with Pyro Shows of Alabama, Inc. for fireworks show for the Independence Day Celebration to be held July 3, 2024 (\$14,999.00 to be paid from Parks and Recreation Department budget)

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. 2023-09-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
May 13, 2024**

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. 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, May 13, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Huey Hudson of Restoration 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	Absent
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Municipal Records Coordinator Lori Spaulding, Information Technology Coordinator Toby Jenkins, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Public Works Kent Smith, Director of Parks & Recreation Kory Alfred, Director of Human Resources Megan Zingarelli, Human Resources Coordinator Dasia Perkins, Economic and External Affairs Officer Traci Gillespie, Communication and External Affairs Officer Samantha Magnuson.

Public Attendance registered: Jennifer Coe, Margi Daly, Christopher King, Ellsworth K. Johnson III, Huey L. Hudson, Emily Whitten, Riley Medders, Amy Medders, Nathan Medders, Buster Brasfield, Rachel Homolak, Nathan Koesner.

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2023-08-RG DATED April 22, 2024

Council Member Spears moved to approve Minutes No. 2024-08-RG. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2024-05-WS DATED April 17, 2024

Council Member Wroblewski moved to approve Minutes No. 2024-05-WS. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

GRADUATION OF CIVIC AWARENESS ACADEMY PARTICIPANTS

Economic and External Affairs Officer Traci Gillespie presented the first graduating inaugural class with their certificates of completion

PROCLAMATION BY MAYOR DESIGNATING THE WEEK OF MAY 19 - 25, 2024 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF MADISON, AL

Public Works Director Kent Smith accepted the proclamation presented to his department

PROCLAMATION BY MAYOR DESIGNATING THE MONTH OF MAY 2024 AS "WATER SAFETY MONTH" IN THE CITY OF MADISON, ALABAMA. PROCLAMATION TO BE PRESENTED TO DINA YOUNG, CHIEF DEVELOPMENT OFFICER AT SAFESPLASH SWIM SCHOOL

Chief Development Officer Dina Young accepted the Proclamation on behalf of North Alabama Swim Schools

PRESENTATION OF PLAQUES TO THE WINNING STUDENT OF DISCOVERY MIDDLE SCHOOL, JOURNEY MIDDLE SCHOOL, LIBERTY MIDDLE SCHOOL, AND ST JOHN'S CATHOLIC SCHOOL FOR THE MAYOR'S SCHOLARSHIP AWARD

Discovery Middle School: Nikita Prabhakar
 Journey Middle School: Riley Medders
 Liberty Middle School: Jeffrey Duan
 St. John's Catholic School: Gianna King

PUBLIC COMMENTS

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

RACHEL HOMOLAK (DISTRICT 4)

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

- Library books

JENNIFER COE (DISTRICT 5)

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

- Ordinance No. 2024-137
- Resolution No. 2024-121-R
- Speed tables on Highland

MARGI DALY (DISTRICT 6)

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

- Debt in Madison
- Water, sewage, and trash fees
- Civic Awareness Academy
- MVP tax dollars

- Ordinance No. 2024-137

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,451,849.67
Special General Operating Accounts	\$1,725.80
ADEM Storm Drainage	\$6,085.50
1/2 Cent Capital Replacement	\$15,644.00
Gasoline Tax & Petroleum Inspection fees	\$109,629.67
TVA Tax	\$2,796.68
Street Repair and Maintenance	\$2,574.83
CIP Bond Accounts	\$572,397.32
Library Building Fund	\$104,735.43
Multi-Use Venue Collection Fund	\$202,481.96

Regular and periodic bills to be paid

Resolution No. 2024-115-R: Declaring non-serviceable weapons, weapon parts, and GPS units formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property.

Resolution No. 2024-117-R: Authorizing a Memorandum of Understanding with Crisis Services of North Alabama for community collaborations

Resolution No. 2024-127-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 061689 for damage which occurred to a city vehicle (VIN No. 4201) (\$7,479.25 minus \$500 deductible)

Resolution No. 2024-128-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 061567 for damage which occurred to a city vehicle (VIN No. 2327) (\$24,758.03 minus \$500 deductible)

Resolution No. 2024-133-R: Acceptance of recovered deductible from Alabama Municipal Insurance Corporation on Claim No. 061054, for incident which occurred on December 1, 2023 (\$500.00, to be deposited into General Operating account)

Resolution No. 2024-134-R: Acceptance of recovered deductible from Alabama Municipal Insurance Corporation on Claim No. 061433 for incident which occurred on February 10, 2024 (\$500.00, to be deposited into General Operating account)

Resolution No. 2024-135-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 061698 in the amount of \$2,163.23 minus \$500.00 deductible, for damage which occurred to Police Vehicle. (\$1,663.23 to be credited to the General Operating Account)

Authorizing the Engineering Department to solicit bids for the Burgreen and Huntsville-Brownsferry Road roundabout project

Authorizing the Engineering Department to solicit bids for Browns Ferry Road culvert replacement

Authorizing the Engineering Department to solicit bids for Mill Road ditch stabilization

Authorizing the Engineering Department to solicit bids for two pedestrian bridges for Palmer Park

Authorizing the Engineering Department to solicit quotes for Project No. 24-016 | Pedestrian Function Improvements at Gillespie Road and Hughes Road intersection

Authorizing the Facilities & Grounds Department to solicit bids for the renovation of the Public Safety Annex

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

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
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:

- Responded to the public comment’s question about MVP receiving money, stating no, they did not receive anything from the County Commission or the State
- Responded to public comment regarding Civic Awareness Academy and said The City has tried to give correct information to her but were blocked
- Unveiled two murals downtown
- During Governor Ivey’s presentation to the Chamber, she verified that the 565 funding is moving forward to get bid and the State is going to cover the costs
- Thanked Economic and External Affairs Officer Traci Gillespie for the great job she did on the Civic Awareness Academy and the City Council Members as well

- Thanked Ms. Gillespie for managing our relationship with our lobbyists down in Montgomery

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

Resolution No. 2024-146-R: Approving the expenditure of Council Special Projects funds for the purchase of a Vehicle Advanced Warning Flasher for Project No. 24-017 on Balch Road at Chapel Hill for the Engineering Department (amount not to exceed \$10,000)

Council Member Wroblewski moved to approve Resolution No. 2024-146-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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

- Presented a PowerPoint from the National Child Advocacy Center with regard to communication opportunities that parents can have with their children regarding sensitive topics. Council Member Wroblewski stated she did not believe it was City Council’s purview to mandate what books are in the HMCPL Library System or where they should be placed. Her belief is that parents should parent their own children and that it was not the City Council’s responsibility to do so for all children.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- No new business

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- Bob Jones and James Clemens will be playing in the State Baseball Playoffs on Tuesday and Wednesday

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Congratulated Madison City Schools 2024 Graduates
- Congratulated the Graduates of the Civic Awareness Academy

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanked Public Works, Police and Fire for watching over us during the storms last week
- Congratulated the students at Bob Jones who put together MADFEST saying it was a huge success

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- No new business

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

RESOLUTION NO. 2024-126-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MORELL ENGINEERING FOR CE&I WORK ON PROJECT 22-002

| MADISON BOULEVARD RESURFACING AND SIGNALIZATION (AMOUNT NOT TO EXCEED \$294,229.25, TO BE PAID FROM FUND 38)

Council Member Shaw moved to approve Resolution No. 2024-126-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-131-R: ACCEPTANCE OF MADISON BRANCH, PHASE 1, INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Shaw moved to approve Resolution No. 2024-131-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-132-R: AUTHORIZING AN AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS FOR PROPERTY APPRAISALS ON PROJECT 22-038 | BURGREN ROAD AND HARDIMAN ROAD TRAFFIC SIGNAL (AMOUNT NOT TO EXCEED \$3,200, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2024-132-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-136-R: AUTHORIZING A PUBLIC WORKS CONTRACT WITH URETEK USA, INC. FOR VOID-FILL AND STABILIZATION ON PROJECT 24-

003 | SPENCER GREEN SETTLEMENT DESIGN SOLUTION (AMOUNT NOT TO EXCEED \$88,500, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-136-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-138-R: AUTHORIZING AN AGREEMENT WITH TRIBBLE SPRINGS, LLC FOR RIGHT OF WAY/EASEMENTS ACQUISITION FOR THE BROWNSFERRY/BURGREEN ROAD ROUNDABOUT (\$108,647 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-138-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-139-R: AUTHORIZING AN AGREEMENT WITH P-R BURGREEN, LLC FOR RIGHT OF WAY/ EASEMENTS ACQUISITION FOR THE BROWNSFERRY/BURGREEN ROAD ROUNDABOUT (\$77,720.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-139-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-149-R: AUTHORIZING AGREEMENT WITH FAIR LAND, LLC FOR RIGHT OF WAY/EASEMENT ACQUISITION FOR THE BROWNSFERRY/BURGREEN ROAD ROUNDABOUT (\$104,181 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-149-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

PROPOSED ORDINANCE NO. 2024-137: AMENDING SECTION 18-3 OF THE MADISON CITY CODE TO ALLOW NOVELTY AND SPARKLING DEVICES

This is a first reading only

Council Member Spears asked if they create a lot of noise, and Chief Bailey responded saying he does not believe that they are big noise generators.

HUMAN RESOURCES

RESOLUTION NO. 2024-144-R: AUTHORIZING CHANGES TO THE JOB CLASSIFICATION PLAN OF THE CITY (PARKS & RECREATION DEPARTMENT STAFFING UPDATE)

Council Member Wroblewski moved to approve Resolution No. 2024-144-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

PROPOSED ORDINANCE NO.2024-119: REPEALING ORDINANCE NO. 2019-009: SCHEDULE FOR TRASH AND GARBAGE RATES (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-118-R: AUTHORIZING AN AMENDMENT TO THE BILLING SERVICES AGREEMENT WITH ATHENS UTILITIES

Council Member Shaw moved to approve Resolution No. 2024-118-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
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. 2024-061: AUTHORIZING THE ACCEPTANCE OF LUDIE RICHARD DRIVE, CURRENTLY A PRIVATE ROAD, TO BE DEDICATED AS A PUBLIC ROAD TO THE CITY

Council Member Wroblewski moved to approve Resolution No. 2024-061-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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

POLICE

RESOLUTION NO. 2024-121-R: AUTHORIZING AN AGREEMENT WITH OPERATION UNDERGROUND RAILROAD FOR ESD K9 ACQUISITION (\$21,500 DONATED FROM MADISON FAMILY WHO WISH TO REMAIN ANONYMOUS - CITY TO PAY \$920 FOR ANNUAL RECERTIFICATION, VET SERVICES, FOOD, AND TRAINING/LODGING. TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Police Chief Johnny Gandy had Detective Ted Thiele explain the purpose of having the K9 and what great benefits they are to their investigations and to the community.

Council Member Wroblewski moved to approve Resolution No. 2024-121-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye

Council Member Teddy Powell	Absent
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

- Work Session Wednesday, May 22, 2024, at 5:30 pm

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	Absent
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 7:05 p.m.

Minutes No. 2024-09-RG, dated May 13th, 2024, read, approved and adopted this 28th day of May 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

RESOLUTION NO. 2024-143-R

**A RESOLUTION AUTHORIZING A SUBSCRIPTION AGREEMENT WITH
THERANEST, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to enter into a subscription agreement with TheraNest, LLC, to provide a confidential scheduling and record keeping system for the City's first responder wellness program, said agreement to be substantially similar in purpose, intent, and composition to the Practice Management Subscription terms and conditions described in the document attached to this Resolution, 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 TheraNest, LLC, 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 28th day of May, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 28th day of May, 2024.

Paul Finley, Mayor
City of Madison, Alabama

TheranNest, LLC, Practice Management Subscription (month to month)

1-30 Active Clients - \$39 per month

All Subscriptions feature:

- 30-day Money Back Guarantee
- No Long-Term Contracts. Cancel Anytime.
- Unlimited Staff / Clinicians
- Unlimited Case Notes (Initial Assessments, Treatment Plans, Progress Notes)
- Unlimited Client Portal Access
- Unlimited Online Intake forms with eSignature for Clients
- Live Friendly Phone & Live Chat Support
- Live & On-Demand Training Classes
- Unlimited Document & File Storage
- Scheduling / Agenda Tracker w/ Appt Reminders
- HIPAA / PHI / PCI Compliant
- Integrated Credit Card Processing

Customize your package with Optional Add-ons:

- **Telehealth:** \$12 Per Month, Per Clinician (1-1 Sessions).
 - **or Group Telehealth** is \$25 Per Month, Per Clinician (1-20 Participants)
- **Wiley Practice Planners:** \$25 Per Month, Per Clinician.
- **ePrescribers:** \$65 Per Month, \$135 one time set up fee
- **Credit Card Payments:** 2.99% + \$0.30 transaction fee.
 - American Express is 3.79% + \$0.30 transaction fee.
- **Appointment Reminders:** Email reminders included for free.
 - Text / Phone Reminders: \$0.10 each.
- **eClaims:** Bill Insurance Claims and Receive ERAs electronically.
 - Based on volume, eClaims range from \$0.17 to \$0.23.
- **Eligibility Verification:** \$0.25 each.
- **Client Portal Access License Fee:** \$6 Per Month, Per Staff Member.
 - This is only for **Secure Messaging and/or Self Scheduling**, per Staff Member, 1 client portal included with subscription.
 - All subscriptions have unlimited Client Portal Access for your clients.
- **American Medical Association CPT® License:** \$19.00 ANNUAL license per provider associated to an invoice, superbill and or claim that requires the AMA CPT® codes.
 - If you don't need the CPT® codes, you can use Non-CPT® codes to create Invoices and Superbills at no charge.

RESOLUTION NO. 2024-145-R

DECLARING POLICE BADGE AND DUTY WEAPON ISSUED TO LIEUTENANT CHRISTIE GOVER AS SURPLUS AND AUTHORIZING THEY BE GIVEN TO HER UPON HER RETIREMENT

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

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	Glock 17 Serial BGYC801 Weapon
One (1)	Gold Lieutenant Badge

and

WHEREAS, it is the desire of the City Council and the City of Madison to declare said personal property to be surplus and to direct that said property be given to the named individual upon her retirement from the City of Madison on May 31, 2024.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama



QUOTATION

Quote Number: 00307621
 Created Date: 04/30/2024 09:16:35
 Quote Expiration Date: 05/30/24
 Company: City of Madison
 Account CSN: 5108512285

Payment Terms: N30
 VAT/GST Code or Number:

CUSTOMER CONTACT:

Contact Name: Eduard Morgan
 Contact Email: eduard.morgan@madisonal.gov
 Contact Phone: +12567744414

AUTODESK CONTACT:

Contact Name: Matthew Liu
 Contact Email: matthew.liu@autodesk.com
 Contact Phone:

BILL TO:

City of Madison
 100 Hughes Rd
 Madison, AL
 35758-1110
 United States
 Contact Name: Eduard Morgan
 Contact Email: eduard.morgan@madisonal.gov

SHIP TO:

City of Madison
 100 Hughes Rd
 Madison, AL
 35758-1110
 United States
 Contact Name: Eduard Morgan
 Email: eduard.morgan@madisonal.gov

QUOTE PRODUCT DETAILS:

Product Line	Qty	ListPrice*	NetPrice*
Civil 3D Product SKU Name : 23711-006845-L846 Civil 3D Commercial Product Subscription Renewal Single-user Annual Non - Specific Worldwide Windows Product Type: Subscription License Type: Renewal Term: Annual Sr # : 566-92244471 Agreement # : 110002713996 Subscription Start Date : July 25 2024 End Date : July 24 2025 Advanced Support Reseller : Autodesk-Digital Direct - 5149864738 Standalone	2.00	USD 2,640.00	USD 5,280.00
Civil 3D Product SKU Name : 23711-006845-L846 Civil 3D Commercial Product Subscription Renewal Single-user Annual Non - Specific Worldwide Windows Product Type: Subscription License Type: Renewal Term: Annual Sr # : 573-19958888 Agreement # : 110002713996 Subscription Start Date : July 25 2024 End Date : July 24 2025 Advanced Support Reseller : Autodesk-Digital Direct - 5149864738 Standalone	2.00	USD 2,640.00	USD 5,280.00

TOTAL : USD 10,560.00

Autodesk, Inc.
 The Landmark @ One Market
 1 Market Street, Suite 400

Autodesk, Inc. Confidential

Quote with terms and conditions
 Legal Form Rev 06/12 Page 1 of 2



San Francisco, CA 94105
United States
Tax Number: Tax number 94-2819853

PLEASE SIGN HERE:

Customer / Company Name

Purchase Order Number

Signature

Order Date

Name

Title

TERMS & CONDITIONS:

- *PLEASE NOTE THAT THE ABOVE QUOTED PRICES ARE EXCLUSIVE OF ALL/ANY APPLICABLE SHIPPING OR DELIVERY COSTS, TAX, LEVY OR SIMILAR GOVERNMENTAL CHARGE WHICH SHALL BE ADDITIONALLY PAYABLE BY CUSTOMER SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS located at: <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-quote-and-order>
- By submitting this order for the Products, Subscriptions and/or services specified in this Quote, Customer confirms that Customer has reviewed and accepted the Autodesk Order Direct Terms and Conditions located at <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-quote-and-order> and the other special terms and conditions specified above (if any). Execution of this Quote constitutes a binding order and commitment by Customer to pay Autodesk and no other terms and conditions contained in any optional purchase order submitted by Customer shall bind the parties. Customer agrees to provide a PO to Autodesk at the time of order placement. If Customer cannot provide a purchase order for this order it is because the company does not issue purchase orders as a customary practice, or for this type of purchase. In the event the Products, Subscriptions and/or services indicate on the Quote that they are auto-renewing or recurring, additional terms and conditions specific to the auto-renewal and the ability to cancel the auto-renewal appear in the Autodesk Order Direct Terms and Conditions located at <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-quote-and-order>
- SIGNATORY ABOVE CERTIFIES AS FOLLOWS: Any address changes submitted by the undersigned on this order form ("Request") are submitted on the basis of updating the registration information only, and warrants that such Request has not been submitted on the basis of a transfer of Autodesk Product licenses to any third party, or outside the original territory of purchase. The undersigned acknowledges that in the event that information supporting this Request is subsequently discovered to have been intentionally false or misleading, Autodesk reserves the right to terminate any/ all affected related contracts, licenses or other entitlements. Where the undersigned is signing on behalf of a company, the undersigned represents, acknowledges and warrants that they are authorized to execute this Request Form on behalf of that company and to bind that company to the representations, warranties and acknowledgements contained here.
- Credit/Debit Card Payment Limits: Up to a combined maximum total of \$100,000.00 or equivalent in local currency.
- Customer agrees to use FlexSim Commercial Products in accordance with the FlexSim Software License Agreement (the current version of which is located at <https://assets.flexsim.com/eula/>).

RESOLUTION NO. 2024-151-R

A RESOLUTION ACCEPTING SOFTWARE LICENSE SUBSCRIPTION RENEWAL WITH AUTODESK, INC. FOR CIVIL 3D IMAGING SOFTWARE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew the annual software license subscription services with Autodesk, Inc., said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quotation." The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-152-R

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

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

QUANTITY	DESCRIPTION
66	Cisco IP Phones

;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 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-153-R

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

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

Quantity	Description	Mileage
1	2012 Dodge Charger Police RWD with broken rear subframe VIN 2C3CDXAT7CH305485	160,985

; 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 to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

Vehicle Inspection Form

Inventory ID:	Asset Number: 06379	Fair Market Value:																	
Short Description: Year <u>2012</u> Make <u>Dodge</u> Model <u>Charger Police RWD</u>																			
VIN: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 500px;"> <tr><td>2</td><td>C</td><td>3</td><td>C</td><td>D</td><td>X</td><td>A</td><td>T</td><td>7</td><td>C</td><td>H</td><td>3</td><td>0</td><td>5</td><td>4</td><td>8</td><td>5</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			2	C	3	C	D	X	A	T	7	C	H	3	0	5	4	8	5
2	C	3	C	D	X	A	T	7	C	H	3	0	5	4	8	5			
Odometer: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 150px;"> <tr><td>1</td><td>6</td><td>0</td><td>9</td><td>8</td><td>5</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N: _____			1	6	0	9	8	5											
1	6	0	9	8	5														
Long Description:																			
This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only																			
Engine- Type: <u>5.7 L, V 8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid																			
Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition																			
Repairs needed: <u>UNK</u>																			
This vehicle was maintained every <u>3,000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles																			
Date Removed From Service: <u>5/6/2024</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection																			
Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual ___ Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition																			
Repairs Needed: <u>UNK</u>																			
Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: <u>BROKEN REAR END SUBFRAME</u>																			
Exterior: Color: <u>BLACK</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____																			
Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>OK</u> Tread: _____ #Flat <u>1</u> Hubcaps # _____																			
Major Damage to: <u>RIGHT REAR TIRE IS COMPLETELY FLAT</u>																			
Additional Damage: <u>VEHICLE IS NOT DRIVEABLE DUE TO BROKEN REAR SUBFRAME</u>																			
Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions																			
Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
Interior: Color <u>BLACK</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather																			
Damage to Seats: <u>MISSING PASSENGER FRONT HEADREST / NORMAL WEAR</u>																			
Damage to Dash/Floor: <u>KICK PLATES ON BOTH DOOR JAMBS MISSING CLIPS</u>																			
Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM/FM CD																			
<input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual																			
<input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control																			
Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats																			
Additional Equipment: <u>N/A</u>																			
Manufacturer _____ Model _____ Serial # _____																			
<input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
Location of Asset: <u>400 CELTIC DR., MADISON, AL 35758</u>																			
For more information contact: _____																			
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

RESOLUTION NO. 2024-155-R

**AUTHORIZING THE DISPOSAL OR DESTRUCTION OF CERTAIN
POLICE DEPARTMENT RECORDS**

WHEREAS, the City Clerk-Treasurer has identified certain City records, more specifically described attached hereto, that are eligible for destruction under guidelines established by the Alabama Local Government Records Commission; and

WHEREAS, the Police Director has concurred with the disposal or destruction of these records, and

WHEREAS, the Alabama Department of Archives & History has reviewed the proposed Local Government Records Destruction Notice for eligibility, and

WHEREAS, the City Council desires to authorize the City Clerk-Treasurer to destroy the records identified as eligible for destruction.

NOW, THEREFOR, BE IT RESOLVED, that the City Clerk-Treasurer is hereby authorized to proceed with the destruction of records pursuant to the attached Local Government Records Destruction Notice prepared by the City Clerk-Treasurer Department dated May 28, 2024

READ, APPROVED, AND ADOPTED this 28th day of May, 2024

Ranae Bartlett, Council President
And Presiding Officer of the Madison City Council

ATTEST:

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

APPROVED this _____ day of May, 2024

Paul Finley, Mayor
City of Madison



STATE OF ALABAMA DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100
Mailing Address: P.O. BOX 300100
www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

Steve Murray
DIRECTOR

May 10, 2024

Lori Spaulding
Municipal Records Coordinator
City of Madison
Police Department
100 Hughes Road
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 60 cubic feet of outdated records from the Madison City – Police Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Law Enforcement Agencies.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4636, or leslie.coty@archives.alabama.gov.

Sincerely,

Leslie Coty
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES
 Delores R. Boyd, Chair, **District 7** · Julian D. Butler, Vice Chair, **District 5**
District 1: Elizabeth P. Stevens; Schley Rutherford Jr. · **District 2:** Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · **District 4:** Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · **District 6:** Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey



RECEIVED

Invoice

MAY 21 2024

CITY OF MADISON
ENGINEERING DEPARTMENT

City of Madison
100 Hughes Road
Madison, AL 35758

Date	Invoice #
5/13/2024	26355-1

E. Michelle Dunson
5/21/2024
Fund 38
38-150-000-2941-18
Proj # 22-002

consent agenda
5/28/24

Job Description	Job Number	Due Date
Madison Blvd	22-0209	6/12/2024

Date of Service	Description	Hours/Qty	Rate	Amount
	**City of Madison PO#: 2023-00000515 **STPAA-4522 Resurface & Stripe Madison Blvd, Wall Triana to Flagstone			
2/26/2024	Project Manager	8	46.68	373.44
2/27/2024	Engineer	5	40.57	202.85
2/27/2024	Project Manager	10	46.68	466.80
2/28/2024	Project Manager	9.5	46.68	443.46
2/29/2024	Project Manager	9	46.68	420.12
3/1/2024	Project Manager	9.5	46.68	443.46
3/1/2024	Engineer	1.5	40.57	60.86
3/2/2024	Project Manager	6	46.68	280.08
3/4/2024	Project Manager	6	46.68	280.08
3/5/2024	Project Manager	1	46.68	46.68
3/8/2024	Project Manager	1	46.68	46.68
3/11/2024	Project Manager	2	46.68	93.36
3/12/2024	Project Manager	2	46.68	93.36
3/13/2024	Project Manager	3	46.68	140.04
3/15/2024	Project Manager	2	46.68	93.36
3/18/2024	Project Manager	3	46.68	140.04
3/20/2024	Project Manager	5	46.68	233.40
3/21/2024	Project Manager	8	46.68	373.44
3/21/2024	Project Manager	1.5	41.41	62.12
3/26/2024	Project Manager	0.5	46.68	23.34

We accept Visa, Mastercard, Discover and American Express.

Total

****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****

Payments/Credits

Balance Due

Thank you for your business.

Name as it appears on card: _____
 Billing Address: _____
 Account Number: _____
 Expiration Date: _____ Card Code: _____
 Amount: _____
 Signature: _____



Invoice

City of Madison
 100 Hughes Road
 Madison, AL 35758

Date	Invoice #
5/13/2024	26355-1

Job Description	Job Number	Due Date
Madison Blvd	22-0209	6/12/2024

Date of Service	Description	Hours/Qty	Rate	Amount
3/28/2024	Project Manager	3	46.68	140.04
4/1/2024	Project Manager	1	46.68	46.68
4/2/2024	Project Manager	0.5	32.61	16.31
4/3/2024	Project Manager	2	32.61	65.22
4/3/2024	Project Manager	2.5	41.41	103.53
4/4/2024	Project Manager	6	32.61	195.66
4/4/2024	Project Manager	6	41.41	248.46
4/5/2024	Project Manager	1	41.41	41.41
4/5/2024	Project Manager	2.5	41.41	103.53
4/8/2024	Project Manager	7	41.41	289.87
4/9/2024	Project Manager	2.5	32.61	81.53
4/10/2024	Project Manager	1	41.41	41.41
4/10/2024	Project Manager	5.5	32.61	179.36
4/11/2024	Project Manager	1.5	46.68	70.02
4/11/2024	Project Manager	1	41.41	41.41
4/11/2024	Project Manager	1.5	32.61	48.92
4/12/2024	Project Manager	2	46.68	93.36
4/18/2024	Project Manager	2	46.68	93.36
4/19/2024	Project Manager	7	46.68	326.76
4/19/2024	Project Manager	1.5	41.41	62.12
4/19/2024	Project Manager	0.5	32.61	16.31
4/22/2024	Project Manager	7.5	46.68	350.10
4/23/2024	Project Manager	10	46.68	466.80
4/23/2024	Project Manager	0.5	32.61	16.31

We accept Visa, Mastercard, Discover and American Express.

****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****

Name as it appears on card: _____
 Billing Address: _____
 Account Number: _____
 Expiration Date: _____ Card Code: _____
 Amount: _____
 Signature: _____

Total

Payments/Credits

Balance Due

Thank you for your business.



Invoice

City of Madison
 100 Hughes Road
 Madison, AL 35758

Date	Invoice #
5/13/2024	26355-1

Job Description	Job Number	Due Date
Madison Blvd	22-0209	6/12/2024

Date of Service	Description	Hours/Qty	Rate	Amount
4/23/2024	Engineer	2.25	28.48	64.08
4/24/2024	Engineer	2.5	28.48	71.20
4/26/2024	Project Manager	1	46.68	46.68
	Subtotal			7,637.41
	ALDOT Home Office Indirect Cost		174.24%	13,307.42
	Subtotal			20,944.83
	ALDOT Operating Margin		10.00%	2,094.48
3/12/2024	Skipper Consulting - Traffic Study		5,460.65	5,460.65
4/8/2024	Skipper Consulting - Traffic Study		704.60	704.60
	Subtotal			6,165.25
	Subconsultant Administrative Expense		5.00%	308.26

We accept Visa, Mastercard, Discover and American Express.		Total	\$29,512.82
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****		Payments/Credits	\$0.00
		Balance Due	\$29,512.82
Thank you for your business.			

Name as it appears on card: _____
 Billing Address: _____
 Account Number: _____
 Expiration Date: _____ Card Code: _____
 Amount: _____
 Signature: _____

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Monday, May 6, 2024

Draw # 7

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Bults, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	83%	\$604,810.36	\$406,360.76	\$198,449.60
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	90%	\$95,191.20	\$95,191.20	
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	90%	\$202,843.80	\$136,938.60	\$65,905.20
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	100%	\$53,152.51	\$53,152.51	
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	85%	\$1,182,699.80	\$918,345.00	\$264,354.80

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE

5/7/24

DEVELOPMENT MANAGER:

GARY GRAY

DATE

5.7.2024

APPROVED

Michael L. Johnson

By Michael L. Johnson at 3:25 pm, May 08, 2024

Rev: 07/28/2015 gg

Harbaugh & Sons Construction Co., Inc.
 507 Cleveland Ave
 Huntsville, AL 35801

Madison Branch Roundabout

Draw Cummulative Sheet
 COST CODE 10.1 SITE CONSTRUCTION

DRAW #: 7
 DATE: 4/25/2024

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of job
7/25/2023	\$731,889.00		\$731,889.00	1	5%	\$38,659.50	\$3,865.95	\$34,793.55	5%	\$3,865.95	\$38,659.50	\$34,793.55	\$693,229.50
8/25/2023	\$731,889.00		\$731,889.00	2	9%	\$62,613.40	\$6,261.34	\$56,352.06	14%	\$10,127.29	\$101,272.90	\$91,145.61	\$630,616.10
9/25/2023	\$731,889.00		\$731,889.00	3	23%	\$165,583.90	\$16,558.39	\$149,025.51	36%	\$26,685.68	\$266,856.80	\$240,171.12	\$465,032.20
10/25/2023	\$731,889.00		\$731,889.00	4	7%	\$53,275.75	\$5,327.58	\$47,948.18	44%	\$32,013.26	\$320,132.55	\$288,119.30	\$411,756.45
11/25/2023	\$731,889.00		\$731,889.00	5	13%	\$93,493.40	\$9,349.34	\$84,144.06	57%	\$41,362.60	\$413,625.95	\$372,263.36	\$318,263.05
12/25/2023	\$731,889.00		\$731,889.00	6	5%	\$37,886.00	\$3,788.60	\$34,097.40	62%	\$45,151.20	\$451,511.95	\$406,360.76	\$280,377.05
4/25/2024	\$731,889.00		\$731,889.00	7	30%	\$220,499.55	\$22,049.96	\$198,449.60	92%	\$67,201.15	\$672,011.50	\$604,810.35	\$59,877.50
						672,011.50	\$67,201.15	\$604,810.35					

SUBMITTED BY: HARBAUGH & SONS / CONSTRUCTION CO., INC. JOEY HARBAUGH
 DATE: 4/25/2024

Joey L. Harbaugh

APPROVED BY: ENFINGER DEVELOPMENT, LLC.
 PRESIDENT: OLLY ORTON
 DATE: 5/7/2024

APPROVED BY: DEVELOPMENT MANAGER: GARY GRAY
 DATE: 5.7.2024

Harbaugh & Sons Construction Co., Inc. **Madison Branch Roundabout** DRAW #: 7

507 Cleveland Ave
 Huntsville, AL 35801
 Draw Cumulative Sheet
 COST CODE 13.2 WATER

DATE: 4/25/2024

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this RFQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job
7/25/2023	\$225,382.00		\$225,382.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00
8/25/2023	\$225,382.00		\$225,382.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00
9/25/2023	\$225,382.00		\$225,382.00	3	8.34%	\$ 18,790.00	\$ 1,879.00	\$ 16,911.00	8.34%	\$ 1,879.00	\$ 18,790.00	\$ 16,911.00	\$206,592.00
10/25/2023	\$225,382.00		\$225,382.00	4	58.37%	\$ 131,564.00	\$13,156.40	\$ 118,407.60	66.71%	\$ 15,035.40	\$ 150,354.00	\$ 135,318.60	\$75,028.00
11/25/2023	\$225,382.00		\$225,382.00	5		\$ -	\$ -	\$ -	66.71%	\$ 15,035.40	\$ 150,354.00	\$ 135,318.60	\$75,028.00
12/25/2023	\$225,382.00		\$225,382.00	6	0.80%	\$ 1,800.00	\$ 180.00	\$ 1,620.00	67.51%	\$ 15,215.40	\$ 152,154.00	\$ 136,938.60	\$73,228.00
4/25/2024	\$225,382.00		\$225,382.00	7	32.49%	\$ 73,228.00	\$ 7,322.80	\$ 65,905.20	100.00%	\$ 22,538.20	\$ 225,382.00	\$ 202,843.80	\$ -
						\$ 225,382.00	\$22,538.20	\$ 202,843.80					

SUBMITTED BY: HARBAUGH & SONS /CONSTRUCTION CO., INC. JOEY HARBAUGH Joey L. Harbaugh DATE: 4/25/2024

APPROVED BY: ENFINGER DEVELOPMENT, LLC. PRESIDENT: OLLY ORTON DATE: 5/7/24

APPROVED BY: DEVELOPMENT MANAGER: GARY GRAY DATE: 5.5.2024

Madison Branch Roundabout

4/25/2024 Draw # 7

Contract Price In Print: \$1,063,039.00

ROSION CONTROL table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes items like Silt Fence TYPE A, Hay Bales - Check Dams, etc.

Summary table for ROSION CONTROL showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

LANDSCAPE table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes Sod - In Center Roundabout Island.

Summary table for LANDSCAPE showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

ITE DEMOLITION table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes Sign Removal, RCP Removal, Asphalt Removal, etc.

Summary table for ITE DEMOLITION showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

ITE GRADING table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes Clearing and Grubbing, Mobilization, Strip Topsoil, etc.

Summary table for ITE GRADING showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

TREES table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes 24" Curb and Gutter, Sidewalks, Handicap Ramps, etc.

Summary table for TREES showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

FORM SYSTEM table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes 18" RCP (In Road), 36" RCP (In Road), etc.

Summary table for FORM SYSTEM showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

10.1 TOTAL \$731,889.00

62% \$ 451,511.95 30% \$ 220,499.55 92% \$ 672,011.50

WATER SYSTEM table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes 12" CL 350 DUCTILE IRON PIPE MAIN, GATE VALVES, etc.

Summary table for WATER SYSTEM showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

ELECTRIC table with columns: TEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes 4" PVC, Galvanized Long Sweep 90's, 6" PVC, etc.

Summary table for ELECTRIC showing % PREVIOUS, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS.

GRAND TOTAL: \$1,063,039.00

67% \$709,433.95 28% \$ 293,727.55 94% \$1,003,161.50

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

Total Earned this month \$ 293,727.55
Less 10% Retainage \$ 29,372.76
Total Draw \$ 264,354.80

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

APPROVED BY: ENFINGER DEVELOPMENT LLC PRESIDENT: OLLY ORTON

APPROVED BY: DEVELOPMENT MANAGER: GARY GRAY

Handwritten signatures: Joey L. Harbaugh, Ollly Orton, Gary Gray

DATE: 4/25/2024

DATE: 5/7/24

DATE: 5-7-2024

RESOLUTION NO. 2024-148-R

**AUTHORIZING ARCHIVING OF THE MAY 22, 2024, CITY COUNCIL
WORK SESSION**

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, pursuant to Resolution No. 2022-184-R, the Council will require that the May 22nd, 2024, City Council Work Session shall be archived and made available for viewing.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-165-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR PEDESTRIAN
IMPROVMENTS AT GILLESPIE AND HUGHES ROAD**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the fiscal year and that are not otherwise provided for in the City’s budget; and

WHEREAS the City Council finds that pedestrian improvements to the Gillespie and Hughes Road intersection meets such a public purpose; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that a disbursement, in an amount not to exceed fifty thousand dollars (\$50,000) from the Council Special Projects Budget shall be dispersed for the above-described purpose.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-140-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTIES IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
0 Bradley St	67401

WHEREAS, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as weed liens.

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

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute weed liens on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
0 Bradley St	67401	\$3970.25

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the office of the Revenue Commissioner for the appropriate county in which the properties are located. Upon filing, the Revenue Commissioner shall add the amount of the weed liens to the ad valorem tax bill for the properties and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 28th day of May 2024.

Ranae Bartlett, Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2024.

Paul Finley, Mayor
 City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
 MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 28th day of May 2024.

Witness my hand and seal of office this ___ day of May 2024.

 Lisa D. Thomas, City Clerk-Treasurer

CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV



Itemized Statement of Expenses

04/29/2024

Re: **0 Bradley St**
Parcel No. 67401

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$3600.00
Value of Use of Equipment	N/A
Advertising Expenses	\$123.25
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$3970.25

Dustin Riddle
Enforcing Official



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

04/29/2024

Estate of Rebecca Bailey
314 Pension Row
Madison, AL 35758

Re: 0 Bradley St
Parcel No. 67401

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 9000 71

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

Please be advised that the City Council will hold a hearing on May 27th, 2024 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427

Sincerely,

Dustin Riddle
Enforcing Official



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

05/01/2024

Estate of Rebecca Bailey
314 Pension Row
Madison, AL 35758

Re: 0 Bradley St
Parcel No. 67401

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 8736 96

Ladies and Gentlemen:

****PLEASE NOTE, THE DATE OF THE HEARING HAS BEEN CHANGED TO MAY 28TH, 2024****

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

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If you have any questions, please give me a call at 256-464-8427

Sincerely,

Dustin Riddle
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

Itemized Statement of Expenses

05/01/2024

Re: **0 Bradley St**
Parcel No. 67401

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$3600.00
Value of Use of Equipment	N/A
Advertising Expenses	\$123.25
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$3970.25

Dustin Riddle
Enforcing Official



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

05/01/2024

Estate of Rebecca Bailey
314 Pension Row
Madison, AL 35758

Re: 0 Bradley St
Parcel No. 67401

Via First Class Mail and Certified Mail No.

Ladies and Gentlemen:

****PLEASE NOTE, THE DATE OF THE HEARING HAS BEEN CHANGED TO MAY 28TH, 2024****

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

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If you have any questions, please give me a call at 256-464-8427

Sincerely,

Dustin Riddle
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

Itemized Statement of Expenses

05/01/2024

Re: **0 Bradley St**
Parcel No. 67401

The City of Madison, Alabama (the “City”) abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City’s expenses in connection therewith are as follows:

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Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$3970.25

Dustin Riddle
Enforcing Official



INVOICE 16268

DATE	TERMS
02/28/24	Net 30
PO#	
SALES REP	
Harvey Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#4868 - 0 Bradley St.-Code Enforcement	\$3,600.00

Perform one time clean up. Trim grass, underbrush and remove and dispose of debris.

Alabama Lawn Masters will call for public Utility line location prior to digging, but we can not be responsible for damage to unmarked underground utilities (water, cable, electrical, irrigation ect.).

Alabama Lawn Masters warranties plant materials for up to 1 year from the time it is planted only if the plants are watered by working irrigation system.

Completed Date - 2/27/2024

Sales Tax	\$0.00
Invoice Total	\$3,600.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$3,600.00

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

Thank you for the opportunity to be of service

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

RESOLUTION NO. 2024-150-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH SHOALS ELECTRIC**

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 Shoals Electric to rewire a traffic signal and install new loops including conduit within junction boxes at the I-565 and Wall Triana Highway Intersection pursuant to Project 24-015, 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 Contech 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 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

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 Shoals Electric Electrical Contractors an Alabama corporation located at 704 Davidson Avenue, Muscle Shoals, Alabama 35661, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS the City of Madison requires professional electrician services for rewiring the loops to junction boxes located at the intersection of Highway 565 and Wall Triana Highway (herein "the Project"); and

WHEREAS the best interests of the City and its residents will be served by retaining an experienced provider of such professional electrician services for the Project; 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 the City: Consultant will rewire the traffic signals and install new detection loops, including conduit, to junction boxes required at the intersection of Wall Triana Highway and I-565.
- 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 **nineteen thousand three hundred dollars (\$19,350.00)**, payable as services are rendered and invoiced to City. The 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:

*City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Jamie Prater
Shoals Electric
704 Davidson Avenue
Muscle Shoals, AL 35661*

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 May 2024.

Notary Public

**Shoals Electric
Consultant**

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand this the _____ day of May, 2024.

Notary Public



May 8, 2024

Michelle Dunson

Ref: 565 & Wall Triana

Sir:

We Shoals Electric would like to submit a price of \$19,300.00 to rewire the loops and intersection at 565 and Wall Triana Hwy. If we can help in any way, please feel free to give us a call at any time.

This quote is good for 30 calendar days.

Thanks,

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

RESOLUTION NO. 2024-156-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, 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 Halliburton Surveying & Mapping Inc., for surveying services for a survey for the Palmer Park parking lot addition, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Halliburton Surveying & Mapping, 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 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama



Halliburton Surveying & Mapping, Inc.

gohsm.com

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
412 Governors Drive SW
Huntsville, AL 35801

QUOTE

Client:

City of Madison
Attn: Mr. Maxwell R. Carter, P.E.
100 Hughes Road
Madison, AL 35758

HSM Reference:

Project Number: 24-039
Date: 05/15/2024
Project Manager: Matt Herrell
matt@gohsm.com

Halliburton Surveying & Mapping, Inc. (HSM) is to provide surveying services for the **Palmer Park Parking Lot Addition.**

Scope of Services:

TASK 1- TOPOGRAPHIC SURVEY/BOUNDARY TIE

1. Perform a Topographic Surveys of the proposed areas requested.
 - a. The Topographic Survey shall depict and include the following information.
 - i. A 50-foot grid or less depending on the site.
 - ii. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - iii. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted.
 - b. Provide a boundary tie of the west line of the subject property as requested. Boundary tie includes the research of the current deed and/or plat for the property but not a formal Title Research.
2. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
3. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
4. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

TASK 2- MISC TITLE RESEARCH

1. HSM will make a reasonable effort (estimated 4-6 hours) to research the subject property and will report any pertinent information found, but no guarantee is provided as to the completeness of this research.

PROPOSED FEE:

TASK 1- TOPOGRAPHIC SURVEY/BOUNDARY TIE

Lump Sum- \$5,500.00

***TASK 2- MISC TITLE RESEARCH**

Not to Exceed- *\$1,000.00

TOTAL: *\$6,500.00

*TASK 2 will be considered additional services and dependent on written request by Client



Halliburton Surveying & Mapping, Inc.

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
412 Governors Drive SW
Huntsville, AL 35801

May 23, 2024

Attention: Maxwell R. Carter, PE
100 Hughes Road
Madison, AL 35758

Reference: Palmer Park
574 Palmer Road
Madison, AL 35758

Mr. Carter:

As requested, please find the enclosed proposal for professional services associated with professional services associated with the proposed project at Palmer Park.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.



Matthew Herrell, PLS

Project Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between **HALLIBURTON SURVEYING & MAPPING, INC.**, (“Surveyor”) and the **CITY OF MADISON** (“Client”) as of this 23rd day of May in the year 2024 .

RECITALS

WHEREAS, Surveyor is in the business of surveying real property; and

WHEREAS, subject to the terms and conditions of this Agreement, Client desires Surveyor to provide the services set forth on Attachment A;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

Article 1 Scope of Services.

Surveyor shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

Article 2 Payment for Services.

Client shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

Article 3 Payment Terms.

Client agrees to pay all fees within 30 days of the date of the invoice. Balanced more than 10 days over-due will be assessed an interest rate of 1% per month. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs and reasonable attorneys’ fees involved in or arising out of collecting any unpaid or past due balances.

Article 4 Modifications and Adjustments.

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Surveyor and Client.

Article 5 Indemnification.

The Client shall indemnify, defend, and hold harmless Surveyor from all losses, damages, costs and expenses which Surveyor may suffer or sustain which result from acts or omissions of the Client, its contractors, agents, employees or any other persons (except Surveyor’s own employees and agents) at the site.

Article 6 Limitation of Liability.

LIABILITY OF SURVEYOR, IF ANY, AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY THE CLIENT TO SURVEYOR DURING THE PERIOD OF THIS AGREEMENT. SURVEYOR WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SURVEYOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF INCOME, DAMAGES TO BUSINESS REPUTATION.

Article 7 Rights and Benefits.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

Article 8 Applicable Law.

The terms and conditions of this Agreement shall be governed by the law of the State of Alabama without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- SIGNATURES ON FOLLOWING PAGE -

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

CLIENT
CITY OF MADISON

SURVEYOR
HALLIBURTON SURVEYING & MAPPING, INC.

By: _____

By: Matthew Herrell

Print: _____

Print: Matthew Herrell

Title: _____

Title: Project Manager

Date: _____

Date: 05/23/2024

This agreement offer will expire in 7 days, unless signed and received from the Client.

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from “bidding” professional services. Due to these requirements, the consultant must first be chosen based on the firm qualifications prior to submitting a fee proposal. By submitting this proposal, Halliburton Surveying and Mapping, Inc. assumes that it has been selected to provide the included services. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

ATTACHMENT A

SCOPE OF SERVICES:

TASK 1- TOPOGRAPHIC SURVEY/BOUNDARY TIE

1. Perform a Topographic Surveys of the proposed areas defined in Attachment C hereof.
 - a. The Topographic Survey shall depict and include the following information.
 - i. A 50-foot grid or less depending on the site.
 - ii. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - iii. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - iv. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where in additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
 - b. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
 - c. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
 - d. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.
2. Provide a boundary tie of the west line of the subject property as defined in blue in Attachment C.
 - a. Boundary tie includes the research of the current deed and/or plat for the property but not a formal Title Research.
 - b. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88)
 - c. Information shall be contained on the topographic survey described in Task 1.

TASK 2- MISCELLANEOUS TITLE RESEARCH

1. HSM will make a reasonable effort (estimated 4-6 hours) to research the subject property and will report any pertinent information found, but no guarantee is provided as to the completeness of this research.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- The Client shall provide the Surveyor any old surveys, plans or as-builts.
- The Client shall assist the Surveyor with utility companies providing locates within the scope

defined in Attachment C.

SCHEDULE:

Survey will be complete 5-6 weeks from receipt of signed notice to proceed.

EXCLUSIONS:

The following items are not included in the Scope of Services:

- Signing any client or 3rd party contract agreements.
- Control Survey
- Construction Layout/Staking
- Boundary Survey
- Private Utility locating/GPR
- Subdivision Platting, Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Bond Plat (if required)
- ALTA/NSPS Land Title Survey
- As-Built Survey
- R.O.W., Easement Vacation request.
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits.
- Depth and size of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Sanitary/Storm Pipes.
- Individual Tree Locations and/or size/type
- The setting of the final property corners more than 1 time.
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE

Client shall compensate Surveyor for services rendered in accordance with the following options:

FIXED FEE

TASK 1: TOPOGRAPHIC SURVEY/BOUNDARY TIE- LUMP SUM	\$5,500.00
TASK 2: MISCELLANEOUS TITLE RESEARCH- NOT TO EXCEED	*\$1,000.00
TOTAL:	\$6,500.00

*TASK 2 will be considered additional services and is dependent upon written request by Client. *

Note 1: Surveyor and Client both agree that in the unlikely event of stop-work for the project, that the Client understands and agrees that the Surveyor may invoice for the estimated completion percentage of the project at the time the stop-work determination is made.

HOURLY RATES AND MATERIALS:

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

<i>Principal Land Surveyor</i>	<i>\$200 / hour</i>
<i>Senior Project Manager</i>	<i>\$170 / hour</i>
<i>Project Manager</i>	<i>\$150 / hour</i>
<i>Project Land Surveyor</i>	<i>\$135 / hour</i>
<i>Assistant Project Manager</i>	<i>\$130 / hour</i>
<i>Land Surveyor-in-Training (LSIT)</i>	<i>\$115 / hour</i>
<i>Survey CAD Technician</i>	<i>\$105 / hour</i>
<i>*1-Man Field Survey Crew</i>	<i>\$155 / hour</i>
<i>*2-Man Field Survey Crew</i>	<i>\$190 / hour</i>
<i>Private Utility Locating</i>	<i>\$1,100 / half day (minimum)</i>
<i>Mileage</i>	<i>\$0.64 / mile</i>
<i>Printing Black & White (11" x 17")</i>	<i>\$0.90 / sheet</i>
<i>Printing Black & White (18" x 24")</i>	<i>\$2.35 / sheet</i>
<i>Printing Black & White (24" x 36")</i>	<i>\$3.90 / sheet</i>
<i>Printing Black & White (30" x 42")</i>	<i>\$5.20 / sheet</i>
<i>Wooden Survey Stakes</i>	<i>\$1.15 / stake</i>
<i>Survey Hubs/Mag Hub Nails</i>	<i>\$0.50 / hub/nail</i>
<i>1/2 inch x 18 inch rebar</i>	<i>\$2.80 / rebar</i>
<i>Paint Can</i>	<i>\$8.50/ can</i>
<i>Survey Flagging</i>	<i>\$7.00 / roll</i>
<i>Survey Control Caps</i>	<i>\$0.75 / cap</i>
<i>Mag or Masonry Nails</i>	<i>\$0.30 / nail</i>
<i>Markers</i>	<i>\$2.50 / marker</i>

**Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.*

Note: Additional project reimbursable expenditures will be cost of item + 10%.

Note: Any services provided after December 31, 2024 are subject to a 4% yearly escalation.

ATTACHMENT C



RESOLUTION NO. 2024-160-R

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH
SWR HOLDINGS, LLC FOR USE/CLEARING OF PROPERTY NEAR
BROWNSFERRY/BURGREEN ROAD ROUNDABOUT PROJECT**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with SWR Holdings, LLC, for the use and grading/clearing of property near the Brownsferry Road and Burgreen Road Roundabout Project; said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive Use Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

THIS INSTRUMENT PREPARED BY: BRIAN KILGORE, CITY ATTORNEY, CITY OF MADISON, ALABAMA; 100 HUGHES ROAD, MADISON, ALABAMA 35758; TELEPHONE NUMBER (256) 774-4404.

PERMISSIVE USE AGREEMENT

This Agreement (“**Agreement**”) is entered into on this the 28th day of May 2024, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“**City**”), and the **SWR HOLDINGS, LLC**.

WITNESSETH:

WHEREAS, SWR HOLDINGS, LLC owns a parcel of approximately 2.88 acres of property with Parcel Identification Number 9-07-36-0-000-113.119 located on the northeast corner of the intersection of Huntsville Brown’s Ferry Road and Burgreen Road in Madison, Alabama (herein described as “the Property”); and

WHEREAS, in conjunction with SWR HOLDINGS, LLC agreement to convey right-of-way and utility and drainage easements to the City for a proposed Roundabout traffic improvement at the intersection of Huntsville Brown’s Ferry Road and Burgreen Road, the parties seek to enter an agreement to allow the City to enter the Property for the purpose of grading and clearing a portion of the Property in addition to the boundaries of the City’s right of way and easements to the Property; and

WHEREAS, SWR HOLDINGS, LLC seeks to have portions of the property, defined more specifically in Exhibit A and Exhibit B to this agreement, cleared of vegetation, graded and altered so as to provide better visibility of traffic from the Property; and

WHEREAS, the City agrees to perform this clearing and grading of the area described in Exhibit A and Exhibit B in exchange for permissive use of the cleared property during the construction of the Roundabout.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Permission to Enter: Subject to the conditions stated in this Agreement, SWR HOLDINGS, LLC grants the City permission to enter, use and/or the perform alterations to the portion of the Property depicted in Exhibits A and Exhibit B.
2. Permissive Use: That SWR HOLDINGS, LLC’s acquiescence to the City’s use, right of entry and operations on the Property is permissive only and shall not be deemed to affect or diminish SWR HOLDING, LLC’s right to the free and unfettered use of the Property for the purposes for which the City is granted such limited use expressly set forth in this Agreement.
3. Term: This permissive use agreement shall terminate upon the completion of the Roundabout improvement project.
4. Notice of Termination: Either party may provide notice to the other of termination of this agreement within sixty (60) days of the date that the City shall be required to vacate the Property and/or cease to have use of the Property. This notice can be amended upon the written mutual agreement of the parties.
5. Emergencies: Notwithstanding the foregoing, in the event of an emergency, SWR HOLDINGS, LLC may immediately access the portion of the Property designated by this agreement as reasonably necessary to address an emergency with giving the City notice of such emergency as soon as is reasonably practicable given the circumstances.
6. Maintenance: The City shall have no additional obligations to restore, repair and/or maintain any portion of Property, more specifically described in Exhibit A and Exhibit B, after the City has performed the agreed alterations to the Property and the City has completed construction of the Roundabout traffic project.
7. Hold Harmless: To the extent allowed by law, the City will indemnify and hold SWR HOLDINGS, LLC harmless from any expense of any kind associated with the permissive use of the Property other than damage caused by willful misconduct or gross negligence of SWR HOLDINGS, LLC.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date and year first above written.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this _____ day of May 2024.

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

By: _____
Paul Finley, Mayor

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, whose name as Mayor of the City of Madison, Alabama, has signed to the foregoing instrument, and is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

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

Notary Public

SWR HOLDINGS, LLC

By: _____

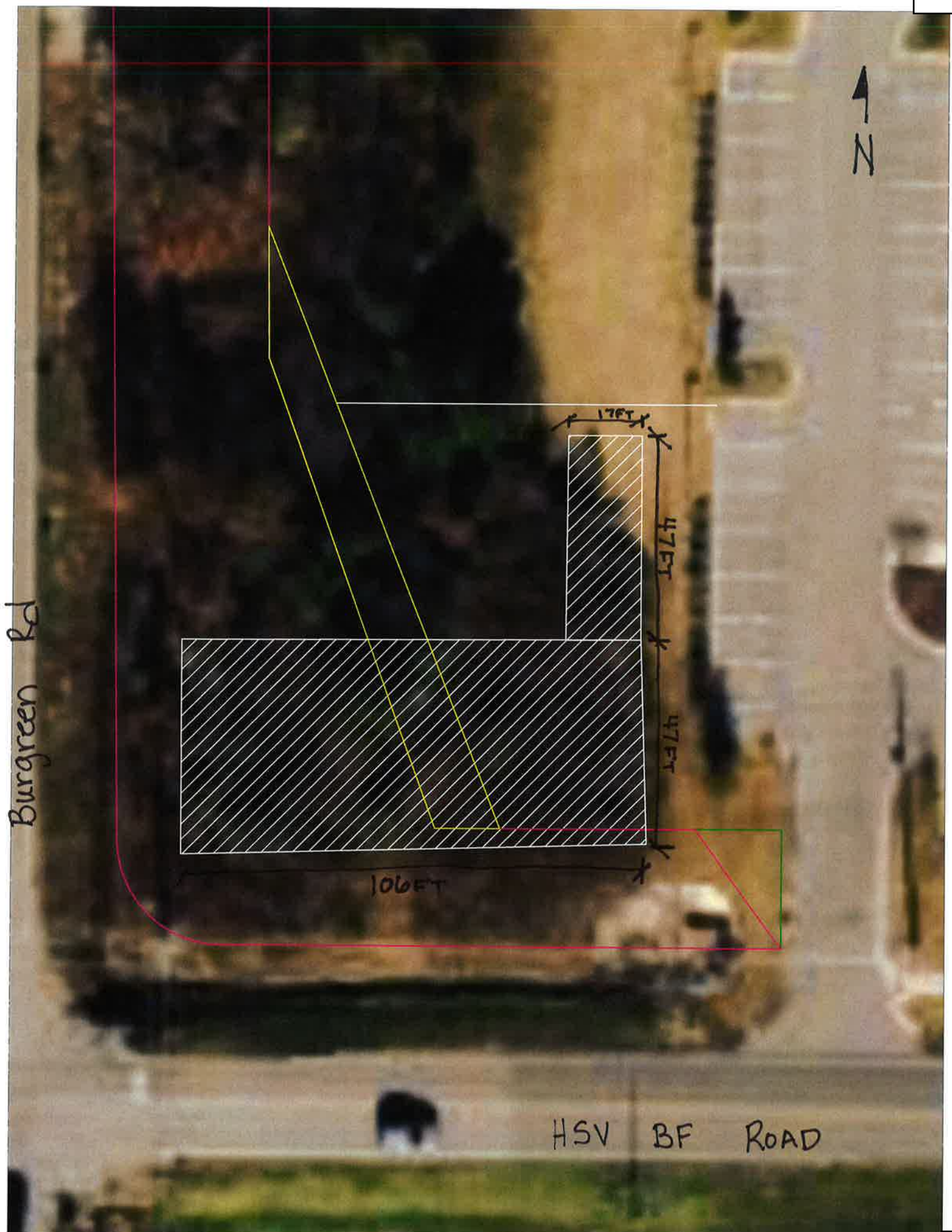
Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that _____, is signed to the foregoing Agreement, who is known to me, as a representative of SWR HOLDINGS, LLC acknowledged before me on this day that, being informed of the contents of this Agreement, he as such officer and with full authority, executed voluntarily on the day the same bears date.

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

Notary Public



Burgreen Rd



HSV BF ROAD

4
N

N: 1721319.1917
E: 2179986.9521

N: 1721319.2599
E: 2180003.7202

N: 1721272.1915
E: 2179898.2201

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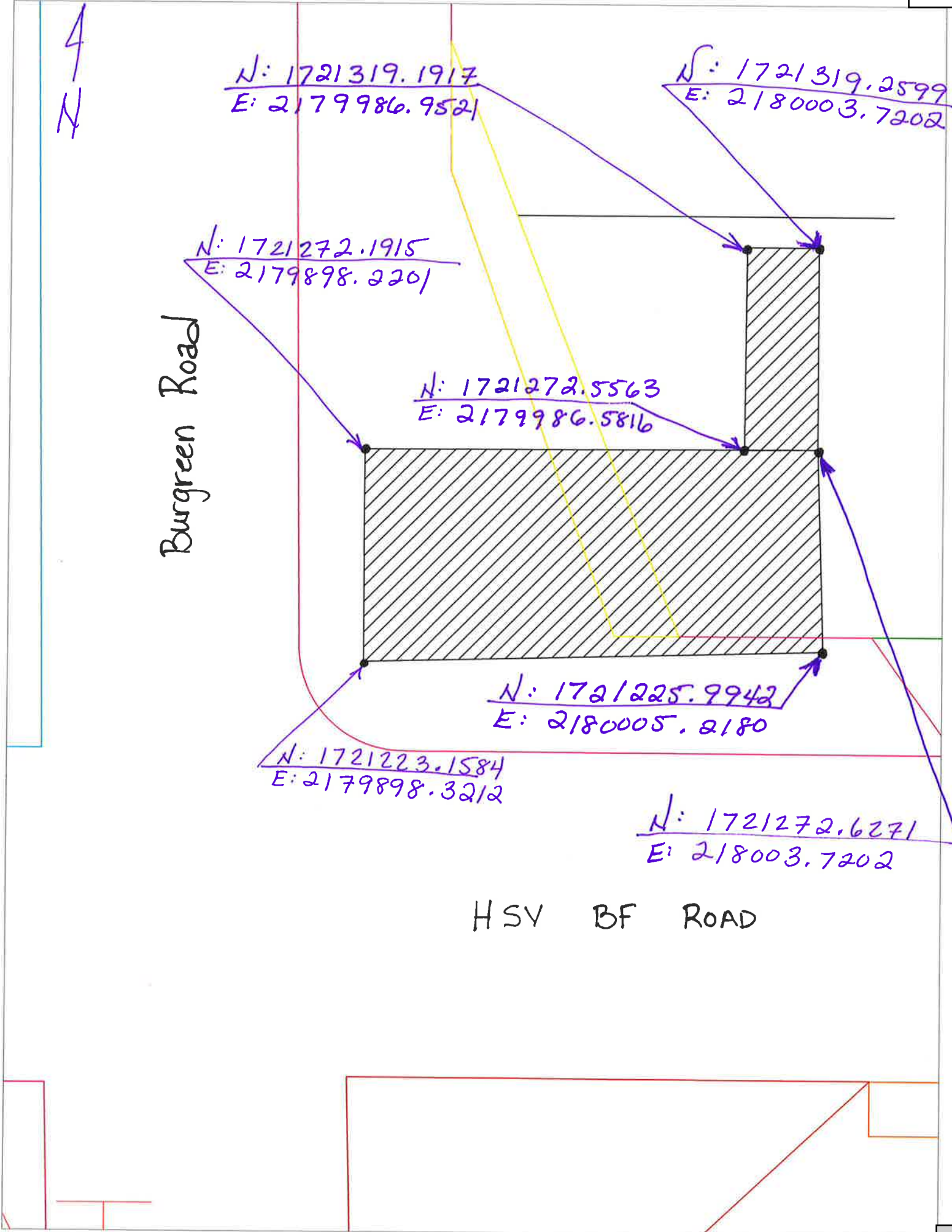
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E: 2179898.3212

N: 1721272.6271
E: 218003.7202

Burgreen Road

HSV BF ROAD



RESOLUTION NO. 2024-161-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH CONTECH FOR INSTALL OF PALMER PARK
PEDESTRIAN BRIDGE**

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 Contech for the provision of design and install services for a proposed pedestrian bridge at Palmer Park, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Professional Services," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 Contech 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 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROPOSAL FOR PROFESSIONAL SERVICES

To: City of Madison
100 Hughes Road
Madison, AL 35758
(256)772-5639

Date: May 7, 2024
Project: Palmer Park
Location: Madison, AL

Contech Engineered Solutions, LLC ("Contech") is pleased to provide the following professional services proposal for the Continental® Pedestrian Bridges ("Product") for the above referenced project ("Project"). This proposal, if accepted by The City of Madison ("Company") within thirty (30) days of the date hereof, shall constitute a binding contract and incorporates by reference Contech's Standard Terms and Conditions for Professional Services. Any different or additional terms or conditions contained in Company's acceptance of this proposal are hereby objected to by Contech and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Contech's authorized representative.

I. PROFESSIONAL SERVICES

Description of Professional Services:

Contech proposes to provide Company the following professional services ("Services") signed and sealed by a Professional Engineer registered in the State of Alabama:

- Design of Contech Continental Pedestrian Bridge, 60' span x 10' width, Capstone Half-Through Truss, Weathering Steel, Future CIP deck, H5 Vehicle, 90PSF (Quantity 1)
- Design of Abutments and foundations for Continental Pedestrian Bridge stated above (Quantity for 2 bridges)

Description of Structure Product:

The material cost for the structure product associated with the proposed engineering services is estimated to be **\$142,400**. This includes the following:

- Quantity 2 of Contech Continental Pedestrian Bridge, 60' span x 10' width, Capstone Half-Through Truss, Weathering Steel, Future CIP G90 deck for a future reinforced concrete deck, 4" horizontal safety rails to 48". IPE rub rail, steel toe-rail, Future CIP deck, H5 Vehicle, 90PSF, AASHTO LRFD design.

This material estimate is preliminary and may change upon further refinement of the design and review of site parameters. The material estimate is based on material costs as of May 1, 2024 and is subject to change at the time of final quote or order.

Exclusions/Work Provided by Others

Company shall provide Contech with full information regarding the Project's design requirements, including but not limited to project plans (including drainage, grading, and utility plans) and specifications, site topography data, special structural or loading requirements, geotechnical report and soil boring data, hydrological and flood plain data, hydraulic sizing, scour analysis, and any special owner/governing agency requirements.

Contech shall have no responsibility for any permitting, installation or construction activities or services of any kind, shoring design, shoring means and methods, inspections, investigations, reports, or data unless specifically provided in Contech's scope of work above.

Anticipated Schedule

It is anticipated that design will commence upon acceptance of this proposal and receipt of the project information listed above. Contech anticipates design services and deliverables will be provided 7-9 weeks from commencement of work. The drawings will be subject to one review by Company. Revisions required due to errors on Contech plans or omissions from Contech plans will be completed under this scope of services. Any further revisions or changes to the scope of services described will be subject to additional fees.

Fees for Professional Services (PSA-E2)

Contech will provide the services outlined above for a lump sum fee of \$22,000 with \$16,000 to be billed as an Engineering Mobilization fee to initiate the services and the balance due upon the completion of services. Payment terms are net 30 days from date of invoice.

The professional services provided pursuant to Article I are provided for the express purpose of gaining approval of the use of these Contech Products from the permitting agencies/owners and in the interest of Contech ultimately supplying the Product. Contech will grant a limited, non-exclusive license to copy and/or implement such drawings, designs, calculations and deliverables only upon the purchase of the Product from Contech in connection with this Project. Use of the Services with any other structure, manufacturer or project is strictly prohibited and voids any and all representations and warranties, express or implied, related to the Services. Contech expressly disclaims any and all liability related to use of the Services with any other structure, manufacturer or project. To the fullest extent permitted by applicable law, Client agrees to indemnify, defend and hold harmless Contech along with its respective officers, directors, owners, employees and agents from and against all claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to reasonable attorney's fees) of any person or entity, to the extent arising out of Client's use of the Services with any other structure, manufacturer or project.

A separate contract with Contech's Conditions of Sale for the Product will be provided at time of bid or upon request at time of purchase.

We appreciate the opportunity to serve you and look forward to a successful project.

ACCEPTED this ____ day of _____, 20__

Respectfully submitted,



subject to all terms and conditions contained herein.

Jennifer McIntire, P.E.
Bridge Consultant

COMPANY: _____

By: _____
(Signature)

Print Name: _____

Title: _____

PO No.

**CONTECH'S STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES**

All professional services, including without limitation, engineering, design services, detailed drawings, training, consulting and analysis, provided by Contech (collectively, the "Services") are subject to the following terms and conditions ("Agreement"). CLIENT'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO CLIENT'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING AGREEMENT, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON CONTECH. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Contech objects to any additional or different terms contained in any documentation submitted by Client.

1. **SCOPE.** The scope of work for the Services to be provided to Client is specifically set forth in Contech's proposal or quote (collectively, "Quote"). If Client requests a change in the scope of the Services to be provided, Contech reserves the right to revise schedules and price. Contech will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. **CLIENT OBLIGATIONS.** Client shall make available in a timely manner at no charge to Contech all drawings, technical data, measurements, or other information and resources reasonably required by Contech for the performance of the Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client.

3. **TAXES AND PAYMENT TERMS.** Unless otherwise stated in the Quote, Contech's price for Services does not include applicable sales, use, or similar taxes, and standard payment terms are net 30 days for creditworthy Clients. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Client shall be liable to Contech for all costs of collection, including without limitation reasonable attorneys' fees and court costs.

4. **LIMITED WARRANTY.** Contech will provide the Services in accordance with generally accepted industry practices using reasonable care and skill consistent with that ordinarily exercised by members of the industry under similar conditions. However, due to the nature of the Services being provided, Contech cannot fully guarantee the success of Client's project. As such, except as set forth in this Section, Contech makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Services furnished under this Agreement. Contech specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Services.

5. **REMEDY FOR BREACH OF THE LIMITED WARRANTY.** The parties acknowledge and agree that the Services are being provided by Contech with the expectation that Contech is not assuming any financial or operational risks of the Client. In the event Contech commits an error with respect to or incorrectly performs the Services, Contech shall use commercially reasonable efforts to correct such error, or re-perform such Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and Contech's sole and exclusive liability, for any defect or error in the Services shall be correction, re-performance or substitution of such services by Contech.

6. **LIMITATION OF LIABILITY.** Contech's liability for a claim of any kind related to the Services, whether arising under contract, warranty, tort (including negligence), strict liability, products liability or other theory of liability, shall be limited to and not exceed the price paid by Client for Services. In no event shall Contech be liable for any special, indirect, labor, incidental or consequential damages, including without limitation, loss of profits or business interruption or loss of use of equipment, however caused, arising from or related to the Services. Any claim, demand or suit shall be directed and/or asserted only against Contech and not against any of Contech's affiliates, employees, officers or directors.

7. **DELIVERY/FORCE MAJEURE.** Contech shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Contech.

8. **CANCELLATION, SUSPENSION OR DELAY.** Client agrees to Contech's performance of the Services in accordance with the date shown on the Quote. Client may cancel or suspend or delay by more than 30 days an order for Services only upon written notice and payment to Contech of all labor, material, and other costs incurred by Contech prior to such notice plus 25% administrative charge as reasonable estimate of damages for cancellation, suspension or delay.

9. **OWNERSHIP.** Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Contech (collectively the "Documentation") are owned by and the property of Contech. Contech shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Client agrees to indemnify and hold Contech harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Client or any person or entity that acquires or obtains the Documentation from or through Client without the written authorization of Contech. Contech shall have no liability to Client or others for changes made to the Documentation by Client without Contech's prior written approval.

10. **INDEMNITY.** Client shall indemnify and hold Contech harmless from all claims, damages, costs, fees, liabilities, losses, and expenses (including reasonable attorneys' fees and expert fees) as a result of any breach of this Agreement by Client or in connection with the Services by Contech under this Agreement, including without limitation, use of drawings, data or other information. However, in no event shall Client be liable under this provision for claims arising out of the sole negligence or willful misconduct of Contech.

11. **ASSIGNMENT.** Client may not assign the Agreement between Contech and Client without the prior written consent of Contech.

12. **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contech. Contech's Services are being performed solely for Client's benefit, and no party or entity shall have any claim against Contech because of this Agreement or the performance or nonperformance of the Services.

13. **INDEPENDENT CONTRACTORS.** Each party will be, and act as, an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

14. **SEVERABILITY.** In the event any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **PERIOD OF LIMITATIONS.** Client and Contech agree that a claim of any kind by Client related to the Services must be commenced by Client within one year of accrual of the cause of action or, if less, one year of performance of the Services.

16. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to any conflict of laws principles. Client and Contech agree and consent that dispute or legal action arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be brought and tried exclusively in the Butler County Court of Common Pleas in Hamilton, Ohio or, in the absence of jurisdiction, the federal district court in Cincinnati, Ohio.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between Client and Contech and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Contech.

ORDINANCE NO. 2024-137**AN ORDINANCE REPEALING AND REPLACING CHAPTER 18, ARTICLE I, SECTION 3 OF THE MADISON CITY CODE**

WHEREAS upon the recommendation of the Fire Chief, David Bailey, the City Council seeks to **REPEAL** and **REPLACE** provisions of the City Code prohibiting fireworks and bonfires so as to allow for novelties and sparkler devices.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPEAL**, in its entirety, City Code Chapter 18, Article 1, Section 3.

BE IT FURTHER ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPLACE** and insert the following for City Code Chapter 18, Article 1, Section 3:

Section 1.

“Sec. 18-3. – Fireworks, Bonfires

- (a) It shall be unlawful for any person to throw any fireballs, set off, discharge or throw any fireworks including, but without limitation, any rockets, firecrackers, torpedoes, squibs or other fireworks, and/or light any bonfires within the city except by permit.
- (b) It shall be unlawful for any person to possess, keep store, use, manufacture, sell, offer for sale give away or handle any fireworks within the corporate limits of the city except by permit.
- (c) Fireworks possessed, manufactured, stored, sold, handled, or used in violation of this section shall be subject to seizure and destruction by the City.
- (d) Fireworks shall be defined by the International Fire Code, as adopted by the City. The term "fireworks" shall not include “novelties” and “sparkling devices” as defined by this section; the sale and use of such novelties and sparkling devices shall be allowed at any time within the City of Madison subject to subsection (g) of this section.
- (e) Novelties shall be defined as any device listed in APA 87-1, Section 3.2, including, without limitation; party poppers; snappers; toy smoke devices; snake; glow worms, wire sparklers, dipped sticks. This definition adopts the same definition of novelties as provided by Code of Alabama Section 8-17-210 (10).
- (f) Sparkling Devices shall be defined as any handheld or ground based sparkling devices that are non-explosive and non-aerial and contain 75 grams

or less of chemical compound per tube or a total of 500 grams or less for multiple tubes and other sparkling devices which emit showers of sparks and sometimes a whistling, spinning, or crackling effect when burning, but does not include aerial devices, audible ground devices, or anything that will detonate or explode. This definition adopts the same definition of sparkling devices as provided by Code of Alabama Section 8-17-210 (15).

- (g) The foregoing notwithstanding, the City may, at any time and on recommendation from its Fire Chief, suspend the outdoor use of all sparkling devices and novelties allowed inside the city limits where drought conditions, other weather-related conditions, or the promotion and preservation of public safety warrant suspension. It shall be unlawful to use all sparklers and other novelty devices during any such suspension period after a verbal warning to cease from fire or law enforcement officers and shall subject the novelties and sparkling devices to seizure and destruction in accordance with subsection (c) above."

Section 2. All remaining sections of Chapter 18, Article I shall be renumbered as needed to accommodate the repeal and replacement provided by this Ordinance.

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

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

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

READ, PASSED AND ADOPTED this 28th day of May 2024.

ATTEST:

Ranae Bartlett, Council President
City of Madison, Alabama

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

SPARKLING DEVICES AND NOVELTIES ALLOWED IN THE CITY OF MADISON

DE-REGULATED NOVELTIES

SPARKLERS



Morning Glory Sparkler

Sparklers

Sparkler Tree

Sparkling Devices:
MORNING GLORIES

Sparkling Devices:
WIRE STICK SPARKLER

CAUTION: FLAMMABLE
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. DO NOT TOUCH HOT WOOD. HOLD IN HAND WITH ARM EXTENDED AWAY FROM BODY. KEEP BURNING END OR SPARKS AWAY FROM WEARING APPAREL OR OTHER FLAMMABLE MATERIAL. HOLD AND LIGHT ONE DEVICE AT A TIME. AFTER USE PLACE WOOD IN WATER.

CAUTION: FLAMMABLE
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. DO NOT TOUCH GLOWING WIRE. HOLD IN HAND WITH ARM EXTENDED AWAY FROM BODY. KEEP BURNING END OR SPARKS AWAY FROM WEARING APPAREL OR OTHER FLAMMABLE MATERIAL. HOLD AND LIGHT ONE DEVICE AT A TIME. AFTER USE PLACE WIRE IN WATER.

SMOKE DEVICES

-Emits Cloud of Smoke-



Smoke Balls

Cylindrical

Smoke Cone

Smoke Candle

Smoke Balls. Toy Smoke Devices

CAUTION FLAMMABLE
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. DO NOT HOLD IN HAND. PLACE ON HARD LEVEL SURFACE. LIGHT FUSE AND GET AWAY.

NOVELTIES



SNAPERS / DROP POPS
CAUTION:
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. DO NOT PUT IN MOUTH. THROW ON GROUND OR AGAINST HARD SURFACE. NOT RECOMMENDED FOR CHILDREN UNDER 8 YEARS OF AGE.

CAUTION: FLAMMABLE
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. DO NOT PUT IN MOUTH LAY ON GROUND. LIGHT PELLET.



PARTY POPPER
EMITS SHOWERS OF CONFETTI

PARTY POPPERS - BOTTLE TYPE

CAUTION FLAMMABLE
USE ONLY UNDER CLOSE ADULT SUPERVISION. DO NOT POINT EITHER END TOWARD FACE OR OTHER PERSON. HOLD IN HAND - JERK STRING

PARTY POPPERS - PISTOL TYPE

CAUTION FLAMMABLE
USE ONLY UNDER CLOSE ADULT SUPERVISION. DO NOT POINT EITHER END TOWARD FACE OR OTHER PERSON. HOLD IN HAND - PULL TRIGGER SHARPLY

MAY NOT HAVE MORE THAN 0.25 GRAINS OF PYROTECHNIC MIXTURE.

SPARKLING DEVICES

GROUND SPARKLING DEVICES



CYLINDRICAL

Ground Bloom Flowers/ Crazy GroundHogs
SPINS ON GROUND. EMITS FLAME AND SPARKS.

CAUTION
SPINS ON GROUND EMITS FLAME AND SPARKS
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. PLACE ON HARD, FLAT SURFACE. DO NOT HOLD IN HAND. LIGHT FUSE AND GET AWAY.

GROUND BASED SPARKLERS

-UP TO 500 GRAMS-



Cylindrical

Square

Cone

California Rocket Shaped Fountain

CAUTION
Emits Showers of Sparks
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. PLACE UPRIGHT ON GROUND. LIGHT FUSE AND GET AWAY. DO NOT HOLD IN HAND.

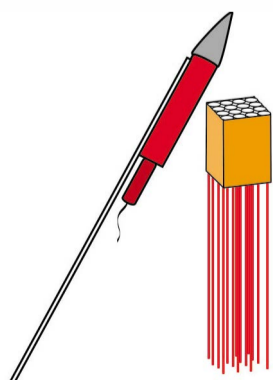
CAUTION
Emits Showers of Sparks
USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. STICK FIRMLY IN GROUND IN AN UPRIGHT POSITION, REMOVE CAP FOR LIGHTING. DO NOT HOLD IN HAND. LIGHT FUSE AND GET AWAY.

MAY NOT HAVE MORE THAN 500g OF PYROTECHNIC MIXTURE.



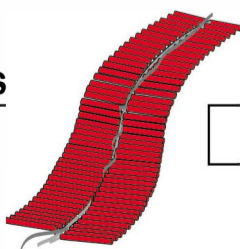
PROHIBITED "AERIAL" CONSUMER FIREWORKS - CITY OF MADISON

except as part of a Permitted Public Fireworks Display.



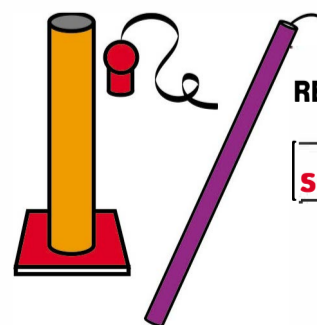
SKY ROCKETS / BOTTLE ROCKETS

WARNING FLAMMABLE ROCKET



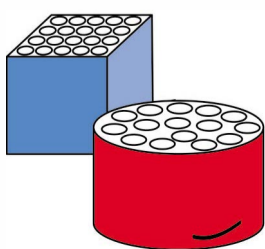
FIRECRACKERS

WARNING EXPLOSIVE



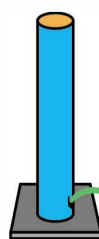
RELOADABLE SHELL DEVICE / ROMAN CANDLES

WARNING SHOTS FLAMING BALLS



AERIALS

WARNING SHOTS FLAMING BALLS w/REPORTS



SINGLE TUBE DEVICE WITH REPORT

WARNING SHOTS FLAMING BALLS w/reports

ORDINANCE NO. 2024-119

AN ORDINANCE REPEALING ORDINANCE NO. 2019-009 AND REPEALING AND REPLACING THE TRASH COLLECTION RATES LISTED IN CITY CODE APPENDIX A - FEE SCHEDULE

WHEREAS, the City Administrator and the City Attorney have determined that too many variables occur on a year-by-year basis to keep and maintain an ordinance forecasting and setting trash and garbage collection rates on a nine-year schedule as currently enacted; and

WHEREAS Ordinance No. 2019-009 lists incorrect monthly trash collection fees due to changes mandated by the City's Billing Agreement with Athens Utilities and Huntsville Utilities; and

WHEREAS the City Council seeks a total repeal of all provisions of the City's Ordinance No. 2019-009 to remove the outdated nine-year fee schedule for monthly trash collection for citizens residing within the Athens Utilities service area; and

WHEREAS, the City Council seeks to establish a monthly trash rate to be collected from residents within the Athens Utility service area at a rate of \$14.69; and

WHEREAS, the City Council seeks to establish a monthly trash rate to be collected from residents within the Huntsville Utilities service area at a rate of \$14.03; and

WHEREAS, the trash collection rates shall be reviewed by the City at the beginning of each fiscal year henceforth and these monthly trash rates shall be amended each year as required by the City's billing agreements with Athens Utilities and Huntsville Utilities.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that Ordinance No. 2019-009 is hereby **REPEALED** in its entirety.

BE IT FURTHER ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPEAL** the following table appearing in Appendix A – Fee Schedule as follows:

<i>Code Section</i>		<i>Description</i>	<i>Amount (in dollars)</i>
		City driver's license replacement fee	\$3.00
10-200.	Postage and handling charge for the mailing of cigarette stamps.	Postage and handling charge for the cost of preparing and mailing cigarette stamps to wholesale cigarette dealers	\$5.00
12-22.	Burial space transfer.	Fee for cemetery burial space transfer	\$30.00
	Burial space purchase.	Fee for cemetery burial space	\$1,500.00
12-23.	Funeral services.	Charge for late commencement of a funeral service.	\$10.00 per hour
	Funeral services/ designated space.	Fee for location and inspection of burial spaces.	\$100.00
12-23.	Grave	Fee for the opening and closing of a grave by the Public Works Department.	\$550.00
18-125.	Open burning permit.	Open burning permit fee	\$50.00

20-101.	Appeals to contractor's board of appeals.	Fee to appeal to contractor's board of adjustments	\$25.00
20-365	Charge	Mandatory monthly trash collection fee for each single-family residential unit referenced in section 20-365	See Below **

**

<i>March 1</i>	<i>March 1</i>	<i>March 1</i>	<i>March 1</i>	<i>March 1</i>	<i>March 1</i>	<i>March 1</i>	<i>March 1</i>	<i>March 1</i>
2019	2020	2021	2022	2023	2024	2025	2026	2027
\$8.64	\$8.87	\$9.11	\$9.36	\$9.61	\$9.87	\$10.14	\$10.41	\$10.69

BE IT FURTHER ORDAINED by the City Council of the City of Madison, Alabama, that the repealed tables referenced above in the City Code's APPENDIX A- Fee Schedule shall be **REPLACED** with the following table:

<i>Code Section</i>		<i>Description</i>	<i>Amount (in dollars)</i>
		City driver's license replacement fee	\$3.00
10-200.	Postage and handling charge for the mailing of cigarette stamps.	Postage and handling charge for the cost of preparing and mailing cigarette stamps to wholesale cigarette dealers	\$5.00
12-22.	Burial space transfer.	Fee for cemetery burial space transfer	\$30.00
	Burial space purchase.	Fee for cemetery burial space	\$1,500.00
12-23.	Funeral services.	Charge for late commencement of a funeral service.	\$10.00 per hour
	Funeral services/ designated space.	Fee for location and inspection of burial spaces.	\$100.00
12-23.	Grave	Fee for the opening and closing of a grave by the Public Works Department.	\$550.00
18-125.	Open burning permit.	Open burning permit fee	\$50.00
20-101.	Appeals to contractor's board of appeals.	Fee to appeal to contractor's board of adjustments	\$25.00
20-365	Charge	Mandatory monthly trash collection fee for each single-family residential unit referenced in section 20-365	\$14.69 for Limestone County/ \$14.03 for Madison County

Section 1. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 2. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 3. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 28th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-147-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SWATEK, VAUGHN & BRYAN, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Swatek, Vaughn, & Bryan, LLC, ("SV & B") for government relation and lobbying services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract," 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 SV & B, in the amount(s) and manner set forth in the Contract 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 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

Contract

City of Madison, AL

Governmental Relations and Lobbying

CONTRACT

Swatek, Vaughn & Bryan, LLC (“SV&B”) presents the following contract extension to the City of Madison (“Madison”). The proposed contract extension includes governmental affairs consulting and lobbying services to be provided for the term of the agreement.

Scope of Work

The proposed lobbying and consulting services include the following:

Governmental Relations/Lobbying/Strategic Consulting

- SV&B will work with Madison regarding issues – regulatory, legislative, executive, or agency – of general and specific interest to Madison.
- SV&B will work with Madison to develop and execute a comprehensive lobbying strategy for successful achievement of Madison priorities.
- SV&B will identify key policy makers and stakeholders in the legislature and executive branches as advocates and champions for Madison priorities.

Schedule and Fees

SV&B proposes a monthly retainer of five thousand dollars (\$5,000.00) for a period of twelve months beginning June 9, 2024 and ending June 8, 2025, and to include all expense through the term of this contract. Regarding expenses, any expenditure specifically made on behalf of Madison out of the ordinary course of business will be pre-approved and all expenses shall fall within the Alabama Code of Ethics.

Agreed To:

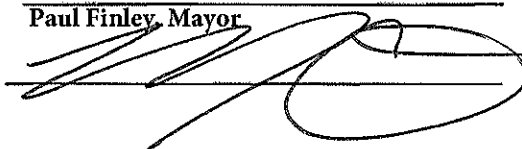
Date

Madison by:

Paul Finley, Mayor

SV&B by:

_____ 5/8/24



ORDINANCE NO. 2024-123

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

WHEREAS, on April 10 , 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

STATE OF ALABAMA

COUNTY OF MADISON COUNTY

100 ROEMA DRIVE

LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191

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

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

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

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

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

**STATE OF ALABAMA
COUNTY OF MADISON COUNTY**

**100 ROEMA DRIVE
LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191**

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

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 8th day of July 2024.

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

ATTEST:

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

APPROVED this _____ day of _____, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-125-R

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

Caneta Hall Hunnicutt’s request to zone property located South of Roema Drive, East of Hughes Road to R-2 (Medium Residential District) upon Annexation and

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

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

SECTION 1. A public hearing will be held by the City Council on July 8, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 28th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 28th day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on June 5, 2024

Attachment A

PROPOSED ORDINANCE NO. 2024-124

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-2 (MEDIUM RESIDENTIAL DISTRICT).

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-2 (Medium Density Residential District):

**100 ROEMA DRIVE
LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191**

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of _____, 2024.

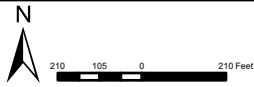
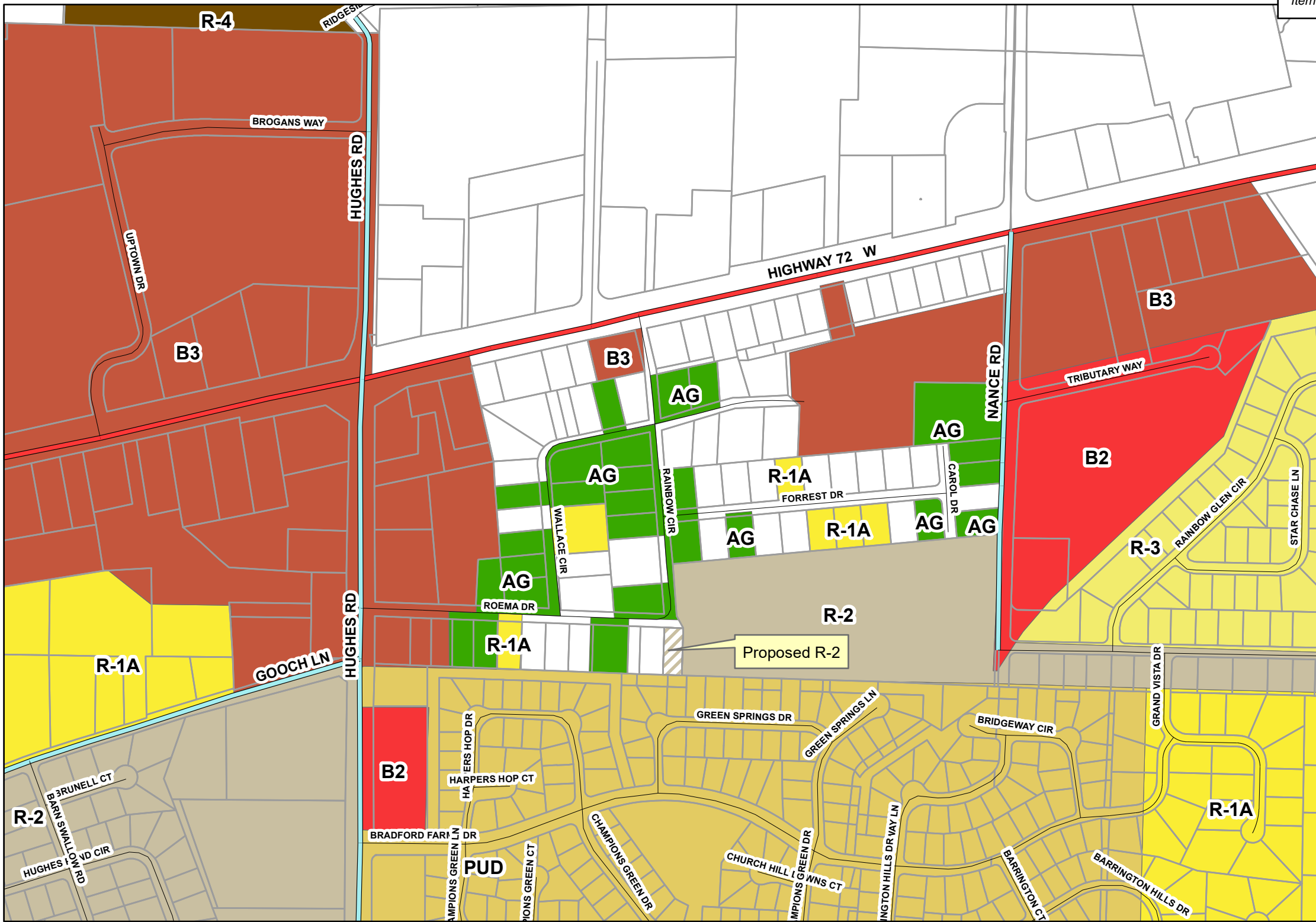
**Ranae Bartlett, Council President
City of Madison, Alabama**

ATTEST:

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

Approved this ____ day of _____, 2024.

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



Proposed Zoning to R-2

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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-2
(MEDIUM DENSITY RESIDENTIAL DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Caneta Hall Hunnicutt, the City Council of the City of Madison, Alabama, will hold a public hearing on the 8th day of July, 2024, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

100 ROEMA DRIVE

LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 5th day of June, 2024.

DATED at Madison, Alabama, this 12th day of June, 2024.

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

ORDINANCE NO. 2024-141

AN ORDINANCE FOR THE VACATION OF LANDSCAPE EASEMENT LOCATED WITHIN LOT 2B OF HERITAGE PLANTATION 9TH ADDITION SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Parameswara Rao Bobba and wife, Varalaksmi Bobba**, requesting the vacation of landscape easement located within Lot 2B of Heritage Plantation 9th Addition Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 2B, ACCORDING TO THE HERITAGE PLANTATION 9 ADDITION, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 2 OF HERITAGE PLANTATION, SEVENTH ADDITION AS RECORDED PER PLAT BOOK J, PAGE 309 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND LYING IN A PORTION OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ½ INCH REBAR CAPPED “HSM CA1031” LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD AND ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2B;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 89 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2B A DISTANCE OF 50.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00 DEGREES 46 MINUTES 24 SECONDS EAST A DISTANCE OF 121.98 FEET TO THE NORTHERLY LINE OF SAID LOT 2B;

THENCE ALONG SAID NORTHERLY LINE OF LOT 2B SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD BEIGN A 5/8 INCH REBAR CAPPED “C&K CA489”;

THENCE RUN SOUTH 00 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 122.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,106 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

STATE OF ALABAMA
 COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 2B, ACCORDING TO THE HERITAGE PLANTATION 9 ADDITION, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 2 OF HERITAGE PLANTATION, SEVENTH ADDITION AS RECORDED PER PLAT BOOK J, PAGE 309 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND LYING IN A PORTION OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ½ INCH REBAR CAPPED “HSM CA1031” LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD AND ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2B;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 89 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2B A DISTANCE OF 50.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00 DEGREES 46 MINUTES 24 SECONDS EAST A DISTANCE OF 121.98 FEET TO THE NORTHERLY LINE OF SAID LOT 2B;

THENCE ALONG SAID NORTHERLY LINE OF LOT 2B SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD BEIGN A 5/8 INCH REBAR CAPPED “C&K CA489”;

THENCE RUN SOUTH 00 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 122.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,106 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

*Quitclaim Deed
 Lot 2B of Heritage Plantation Subdivision, 9th Addition,, Landscape VOE
 Page 1 of 2*

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

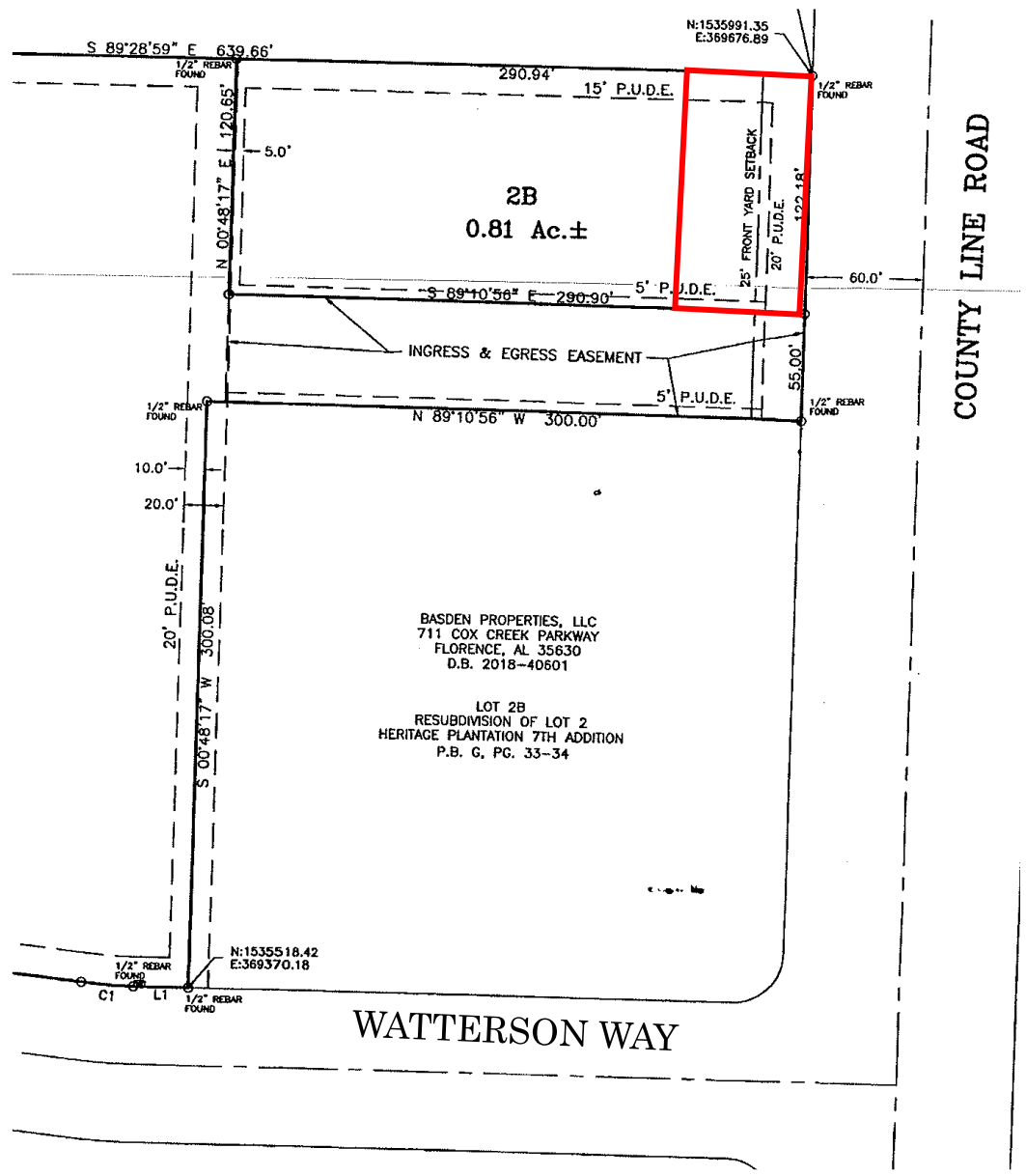
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand this the ____ day of May 2024.

Notary Public



RESOLUTION NO. 2024-142-R

**A RESOLUTION AUTHORIZING FIREWORKS DISPLAY AGREEMENT
WITH PYRO SHOWS OF ALABAMA, INC., FOR FOURTH OF JULY
SHOW**

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 Pyro Shows of Alabama, Inc., for professional services to plan and execute a Fourth of July fireworks show, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract 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 Pyro Shows of Alabama, 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 28th day of May 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of May, 2024.

Paul Finley, Mayor
City of Madison, Alabama

Madison, City of
Madison IDC 7-3-2024
Wednesday, July 3, 2024
 Show Time: 9pm | Show Length: 15 Minutes

MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	160	160
4"	Aerial Shells	120	120
5"	Aerial Shells	60	60
MAIN BODY DEVICE TOTAL			340

FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	150	150
4"	Aerial Shells	75	75
5"	Aerial Shells	30	30
TOTAL FINALE DEVICES			255

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	595
--	------------

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

This Agreement made on May 28, 2024 by and between PYRO SHOWS OF ALABAMA, INC., a Alabama Corporation, whose address is 3325 Poplar Lane, Adamsville, AL 35005, and hereinafter referred to as "PYRO SHOWS" and Madison, AL, City of with its principal place of business located at 8324 Old Madison Pike Madison, AL 35758 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 24 AL 07-03-Custom-14999-000065 dated Apr 22, 2024. The Show will be given on July 3, 2024. Rain date/postponement date: July 5, 2024
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as additional Insured under the terms of this coverage. PYRO SHOWS, INC. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Madison,AL, City of shall pay PYRO SHOWS \$ 14,999.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 14,999.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 7,499.50) upon return of signed contract by May 7, 2024. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

**PYRO SHOWS OF ALABAMA, INC.
Contract Agreement**

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF ALABAMA, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF ALABAMA, INC.

BY: _____

DATE: _____

Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____

DATE: _____

Signature

Printed Name

Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.