



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**May 13, 2024**

AGENDA NO.2024-09-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Huey Hudson of Restoration Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-08-RG, dated April 22, 2024

B. Minutes No. 2024-05-WS, dated April 17, 2024

7. PRESENTATIONS AND AWARDS

A. Graduation of Civic Awareness Academy participants

B. Proclamation by Mayor designating the week of May 19 - 25, 2024 as "National Public Works Week" in the City of Madison, AL

C. 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

D. 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

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting.

Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. 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.
- C. Resolution No. 2024-117-R: Authorizing a Memorandum of Understanding with Crisis Services of North Alabama for community collaborations
- D. 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)
- E. 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)
- F. 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)
- G. 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)
- H. 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)
- I. Authorizing the Engineering Department to solicit bids for the Burgreen and Huntsville-Brownsferry Road roundabout project
- J. Authorizing the Engineering Department to solicit bids for Browns Ferry Road culvert replacement
- K. Authorizing the Engineering Department to solicit bids for Mill Road ditch stabilization
- L. Authorizing the Engineering Department to solicit bids for two pedestrian bridges for Palmer Park
- M. Authorizing the Engineering Department to solicit quotes for Project No. 24-016 | Pedestrian Function Improvements at Gillespie Road and Hughes Road intersection
- N. Authorizing the Facilities & Grounds Department to solicit bids for the renovation of the Public Safety Annex

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

- A. 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 DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. 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)
- B. Resolution No. 2024-131-R:** Acceptance of Madison Branch, Phase 1, into the City of Madison Maintenance Program
- C. Resolution No. 2024-132-R:** Authorizing an agreement with Nivens & Associates Appraisals for property appraisals on Project 22-038 | Burgreen Road and Hardiman Road traffic signal (amount not to exceed \$3,200, to be paid from Engineering Department budget)
- D. 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)
- E. 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)
- F. 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)
- G. 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)

**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)

**HUMAN RESOURCES**

- A. **Resolution No. 2024-144-R**: Authorizing Changes to the Job Classification Plan of the City (Parks & Recreation Department staffing update)

**LEGAL**

- A. **Proposed Ordinance No.2024-119**: Repealing Ordinance No. 2019-009; schedule for trash and garbage rates (First Reading)
- B. **Resolution No. 2024-118-R**: Authorizing an amendment to the billing services agreement with Athens Utilities
- C. **Proposed Ordinance No. 2024-061**: Authorizing the acceptance of Ludie Richard Drive, currently a private road, to be dedicated as a public road to the City (First Reading 04/22/2024)

**PLANNING**

**POLICE**

- A. **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)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-08-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA APRIL 22, 2024**

The Madison City Council met in regular session on Monday, April 22, 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 John Dees from CrossPointe Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Administrative Assistant Myranda Staples, Municipal Records Coordinator Lori Spaulding, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Facilities and Grounds Director Gerald Smith, Economic Development and External Affairs Officer Traci Gillespie, Director of Parks and Recreation Kory Alfred.

Public Attendance registered: Bernadette Mayer, Michael Sheehy, Susan Pierce, Susan Gaston Jones, Tammy E. Steinberg, Sarah Sims, Rachel Homolak, Anna Whisenant, Susan Stewart, Ashley Singleton, Mary Powers, Jean Ann Benefield, Jeanetta Benefield, Audrey Fiala, Beck Mitchell, Jennifer Coe, Brett Standifer, Robert Brakefield, John Merrill, Angela Koons, Bebe Outjen

**AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore had the following update and/or change listed below:

**Resolution No. 2024-100-R:** City Attorney Brian Kilgore stated that the amount listed in the resolution is being changed from \$1,745,500 to \$495,500. City Attorney Brian Kilgore clarified that a revised resolution would also reflect that revised amount. Director of

Development Services Mary Beth Broeren explained the reason for the change. She shared that the nature of the change was due to the \$1,745,500 including various phases of plan development. The amount also included the architect helping the city through the bidding, construction and closing process. The amount increased due to the need of Council wanting the plans for the single story building included.

Council Member Powell moved to approve Minutes No. 2024-100-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-07-RG DATED APRIL 07, 2024**

Council Member Powell moved to approve Minutes No. 2024-07-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**LIBRARY OPERATIONS UPDATE BY MADISON FRIENDS OF THE LIBRARY**

Katie Moore, Manager of the Madison Public Library, gave an update on the upcoming activities and events. She also highlighted some of the statistics from the most recent fiscal year. Jeff Davis, President of the Friends of the Library, presented the Madison Public Library with a \$16,000 check as well as a thank you.

Council Member Wroblewski gave a shout-out to the bookstore that made the donation possible.

**PROCLAMATION BY MAYOR DESIGNATING APRIL 2024 AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF MADISON, ALABAMA. PROCLAMATION TO BE PRESENTED TO NATIONAL CHILDREN'S ADVOCACY CENTER.**

Mayor Finley presented a proclamation to the National Children's Advocacy Center, in which he designated April 2024 as "Child Abuse Prevention Month" in the City of Madison, Alabama.

**PROCLAMATION BY MAYOR DESIGNATING THE WEEK OF MAY 5 - 11, 2024 AS THE 55TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK IN THE CITY OF MADISON, ALABAMA.**

Mayor Finley presented City Clerk-Treasurer Lisa Thomas with a proclamation designating the week of May 5-11 as the 55<sup>th</sup> Annual Professional Municipal Clerks Week" in the City of Madison, Alabama.

**PROCLAMATION BY MAYOR DESIGNATING MAY 2, 2024, AS NATIONAL DAY OF PRAYER IN THE CITY OF MADISON, ALABAMA. PROCLAMATION TO BE PRESENTED TO TAMMY STEINBERG, NATIONAL DAY OF PRAYER TASK FORCE.**

Mayor Finley presented a proclamation to Tammy Steinberg with the National Day of Prayer Task Force in which he designated May 2, 2024, as "National Day of Prayer" in the City of Madison, Alabama.

**PUBLIC COMMENTS**

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

**ROBERT ANDERSON (DISTRICT FOUR)**

Mr. Anderson appeared before Council and Mayor Finley to voice his concerns on the following items:

- Restore Pedestrian Access Walkway Bradford Creek Greenway

**LIBRARY (MADISON PUBLIC LIBRARY)**

Several Citizens appeared before Council and Mayor Finley to voice his/her concerns on the following item:

Several Citizens voiced their concerns before the Council addressing inappropriate library books for children:

- Rachel Homolak
- Susan Gaston Jones
- Susan Stewart
- Greg McCormick

- Sarah Sims
- Ashley Singleton

Several Citizens appeared before Council and Mayor Finley to voice his/her concerns on the following item:

Several Citizens voiced their concerns before the Council addressing the Toyota Field Project:

- Jonathan Pierce
- Bebe Outjen
- Susan Pierce
- Bernadette Mayer
- Michael Sheehy
- Joey Cece

**BRADFORD GREENWAY**

Several citizens appeared before Council and Mayor Finley to voice his/her concern on the following item:

Access from County Line Road to Bradford Greenway concerns:

- Gregory Williams
- Beck Mitchell
- Robert Brakefield

**JENNIFER COE (DISTRICT FIVE)**

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

- 2024-100-R
- 2024-093-R

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$1,476,254.12
Special General Operating Accounts	\$379.91
ADEM Storm Drainage	\$2946.60



Gasoline Tax & Petroleum Inspection fees	\$39,231.04
CIP Bond Accounts	\$408,821,.55
Library Building Fund	\$90,610.59

Regular and periodic bills to be paid

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

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

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

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Clarified Major League Baseball mandates
- Addressed Toyota Field’s Visitor Clubhouse Project
- Justified the Half Cent purpose
- Madison Visionary Partners
- Lodging tax

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Shout out to Michelle Epling and staff for Business Awards event
- Shout out to Madison Street Festival for winning the Gold Award

- Asbury car show

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Best in Business Awards
- Clarified the City of Madison and MVP are two separate organizations
- **Resolution No. 2024-090-R:** Adopting an amended and revised annual operating budget for the City of Madison for the fiscal year beginning October 1, 2023 and ending September 30, 2024

Council Member Spears moved to approve Resolution No. 2024-090-R. Council Member Powell seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

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

Motion carried.

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- Addressed Library concerns and the Council Members role in the Library
- Ballcorp

**COUNCIL DISTRICT NO. 4 GREG SHAW**

Absent

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

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

Council President Bartlett moved to approve Resolution No. 2024-114-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 Aye
- Council Member Greg Shaw Absent
- Council Member Ranae Bartlett Aye
- Council Member Karen Denzine Aye
- Council Member John Seifert Aye

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Thanked the Terry Odum from the Beautification Board for putting together a wonderful Spring cleanup
- Madison Street Festival won both the Best Nonprofit and Gold at the Chamber event

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Thanked Traci Gillespie for The Civic Awareness Academy presentation
- Addressed Library concerns
- Toyota Field
- Would like to see a more realistic case analysis from Rush Rice

**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.*

**DEPARTMENTAL REPORTS**

**CITY CLERK**

**RESOLUTION NO. 2024-108-R: AUTHORIZING THE CONTINUING LEVYING OF AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES**

Council Member Spears moved to approve Resolution No. 2024-108-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**ENGINEERING**

**RESOLUTION NO. 2024-105-R: AUTHORIZING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS CAWOOD, LLC FOR PROJECT NO. 22-036 | BURGREN AND HUNTSVILLE BROWNS FERRY ROUNDABOUT, FOR BID PHASE SERVICES (\$1,200 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2024-105-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-107-R: AUTHORIZING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH SOMERS CONSULTING SERVICES, LLC FOR PROJECT NO. 24-008 | TIMING ON COUNTY LINE ROAD, TO INCLUDE "SUPPLEMENTAL EARLY MORNING COUNTS" (\$300 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2024-107-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-109-R: AUTHORIZING AN AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. TO PERFORM THE APPRAISAL OF A PROPERTY FOR PROJECT 23-021 | KYSER BLVD GREENWAY (AMOUNT NOT TO EXCEED \$1,800, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-109-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-116-R: AUTHORIZING PURCHASE OF PROPERTY FROM SWR HOLDINGS, LLC FOR RIGHT OF WAY AND EASEMENTS TO CITY FOR THE BROWNS FERRY ROAD AND BURGREN ROAD ROUNDABOUT (\$157,212.00 TO BE PAID FROM ENGINEERING BUDGET)**

Council Member Spears moved to approve Resolution No. 2024-116-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO 2024-120-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GTEC, LLC TO EVALUATE THE VERTICAL BEARING AND LATERAL COHESION OF THE FOUNDATION SOILS ON PROJECT 23-018 |**

**SUNSHINE OAKS (AMOUNT NOT TO EXCEED \$1,500, TO BE PAID FROM FUND 38)**

Council Member Powell moved to approve Resolution No. 2024-120-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried

**FACILITIES AND GROUNDS**

**RESOLUTION NO. 2024-110-R: AWARD OF BID NO. 2024-005-ITB, PUBLIC SAFETY ANNEX - DEMOLITION, TO HRS SERVICES, LLC (\$197,000 TO BE PAID FROM FUND 38)**

Council Member Wroblewski moved to approve Resolution No. 2024-110-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried

**LEGAL**

**PROPOSED ORDINANCE NO. 2024-061: AUTHORIZING THE ACCEPTANCE OF LUDIE RICHARD DRIVE, CURRENTLY A PRIVATE ROAD, TO BE DEDICATED AS A PUBLIC ROAD TO THE CITY (FIRST READING)**

This is a first reading only

**PLANNING**

**RESOLUTION NO. 2024-100-R: AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR TOYOTA FIELD FOUR-STORY CLUBHOUSE (\$1,745,500 TO BE PAID FROM THE MULTI-USE MAINTENANCE FUND CHECKING)**

Council Member Powell moved to approve Resolution No. 2024-100-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried

**RESOLUTION NO. 2024-093-R: AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR TOYOTA FIELD (\$608,500 TO BE PAID FROM THE MULTI-USE MAINTENANCE FUND CHECKING)**

Council Member Wroblewski motioned to approve Resolution No. 2024-093-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion failed

**RESOLUTION NO. 2024-112-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PARAGON HERITAGE, LLC, FOR THE PREPARATION OF GRANT APPLICATIONS SUPPORTING THE REHABILITATION OF THE FARLEY-WANN HOUSE (\$800 TO BE PAID FROM WANN HOUSE RECONSTRUCTION ACCOUNT)**

Council Member Wroblewski moved to approve Resolution No. 2024-112-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

**RECREATION**

**RESOLUTION NO. 2024-122-R: AUTHORIZING CHANGE ORDER NUMBER ONE TO BID PROJECT NO. 2023-009 | BALL FIELD FENCING TO REMOVE A WEED BARRIER FROM THE SCOPE OF THE CONTRACT WITH HOWELL FENCING**

Council Member Powell moved to approve Resolution No. 2024-122-R. Council Member Wroblewski seconded. Mayor Finley asked for clarification on the details of the service. Parks and Recreation Director Kory Alfred stated that it will save The City around \$2,000 by us doing the work and the materials to do it with. The vote was taken and recorded as follows:

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

Motion carried

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

Having no further business to discuss Council Member Wroblewski moved to adjourn.  
The roll call vote was taken and recorded as follows:

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

Motion carried.

The meeting was adjourned at 8:18 p.m.



Minutes No. 2024-08-RG, dated April 22<sup>nd</sup>, 2024, read, approved and adopted this 13<sup>th</sup> 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

\_\_\_\_\_  
Kerri Sulyma  
Recording Secretary

\_\_\_\_\_  
Myranda Staples  
Recording Secretary



**MINUTES NO. 2024-05-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
April 17, 2024**

The Madison City Council met for a public work session on Wednesday, April 17, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Ranae Bartlett.

**The following elected officials were in attendance:**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Attorney Brian Kilgore, Director of Development Services Mary Beth Broeren, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins.

**MLB Improvements to Toyota Field**

Mayor Finley gave a brief overview of the two projects being proposed. Project one is the Clubhouse. The Clubhouse project will cost around 6.5-6.8 million and will be paid for in cash. Project two is called the Clubhouse Plus and that will add three stories on top of the Clubhouse and would give more opportunities for revenue to be generated for The City. This project will cost 22 million and will need to be paid for with a bond.

Financial Advisor Rush Rice presented a spreadsheet explaining the cashflow of the projects. He explained that this project is simply tenant improvements that in turn would help The City of Madison make more money. These improvements must be made to keep Major League affiliated team here in Madison.

Interest rates are high right now and one way to reduce interest rates is time. Improvements that need to be done now can be done, we could enter some contracts to fix the cost of steel and concrete in the interim while we wait.

Executive Vice President and General Manager Garrett Fahrman from Ballcorp LLC, spoke and explained that there are 15 suites are they are almost 100% sold for the season. Council Member Karen Denzine asked for clarification on how the additional 1,000 people

would be arranged for concerts and Mr. Garrett explained the layout and how the stage and additional seating would be. She also asked how many concerts and football event contracts have been signed in advance, and Mr. Garrett said they have not booked any. Council Member John Siefert asked if when we have the football games held at Toyota Field if the problem with the length of the field will be resolved, and Mr. Fahrmann confirmed that it will be, and that issue will be resolved as part of the second project.

Council Member Powell asked for some clarification on the benefits of only doing project one. Mr. Rush Rice explained that completing both projects would be more financially beneficial for The City. He explained that the forecasted numbers are very conservative.

Council Member Wroblewski asked if we can construct the Clubhouse and hold off on the Clubhouse Plus project until the market settles. Director of Planning and Economic Development Mary Beth Broeren explained that they can.

Council Member Spears asked if it is possible to get the design done for the Clubhouse and the football field adjustments and phase two being the additional floors. Ms. Broeren stated her hesitation about doing that would be the timing because codes change. If the project takes a while to be built, it is more likely the plans that were drawn will need to be revised. Connie clarified that revising the plans would be cheaper than drawing up new ones and Ms. Broeren agreed.

Council President Bartlett asked Ms. Broeren what the cost would be for the architectural plans and Ms. Broeren said it would be around \$608,500. For the full set of plans, it would be \$1.5 million. Ms. Bartlett would like the Council to have a capital improvement meeting to weigh this project and others that need to be done.

Council Member Denzine asked when The City will begin to generate revenue from the project being completed. Mr. Rice explained to her that it would be a wash for the first few years after completion. What is going out will be about the same as what is coming in. The revenue will continue to increase each year.

Council Member Powell asked for clarification on how the vote for the plans would be determined. Ms. Broeren explained that it does not make sense to vote for only the small plan and not the larger one because it will cost more in the long run. The best thing to do is vote for the larger one so The City will be ready to move when interest rates drop.

Mayor Finley concluded explaining that a vote does not need to be made today, that it can be made at the upcoming Council Meeting. He said that he believes that at least one of the projects be agreed upon at the upcoming meeting to give Ms. Broeren a chance to move forward with the architectural plans being drawn up.

## **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 6:50 p.m.

Minutes No. 2024-05-WS, dated April 17<sup>th</sup>, 2024, read, approved and adopted this 14<sup>th</sup> 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

**PROCLAMATION**

**NATIONAL PUBLIC WORKS WEEK**

**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Madison, Alabama; and

**WHEREAS**, City infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in the City of Madison, Alabama, to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association

**NOW, THEREFORE,**

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

**MAY 19 – 25, 2024**

**As**

**NATIONAL PUBLIC WORKS WEEK**

in the City of Madison, Alabama and I urge all citizens to join the City of Madison along with the American Public Works Association as we pay tribute to our public works professionals and employees to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 13<sup>th</sup> day of May, 2024.

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



**PROCLAMATION**

**WATER SAFETY MONTH**

**WHEREAS**, Alabama’s future depends on the long-term health, safety, and wellness of its community of children and teens in our state; and

**WHEREAS**, drowning is the single leading cause of death for children ages 1 – 4 and the second leading cause of injury-related death for children up to age 14 in the United States, affecting not only the victims but also families, emergency personnel and hospitals of our community as a whole; and

**WHEREAS**, drowning and aquatic-related injuries are preventable; and

**WHEREAS**, evidence-based strategies like the National Drowning Prevention Alliance’s 5 Layers of Protection, which includes using barriers and alarms, constant adult water supervision, adults and children learning basic swim and water competency skills, use of life jackets around open bodies of water, and emergency preparation with CPR with rescue breaths, will engage our community in water safety for all ages; and

**WHEREAS**, during the month of May, the City of Madison, in collaboration with the National Drowning Prevention Alliance, community organizations and area hospitals, and private citizens, will engage our community in water safety for all ages

**NOW, THEREFORE,**

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

**MAY 2024**

**As**

**WATER SAFETY MONTH**

In the City of Madison, Alabama and urge all citizens to participate in efforts to reduce the risk of drowning and aquatic injuries.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 13<sup>th</sup> day of May, 2024.

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





For overall academic excellence with outstanding  
accomplishments in Science

The faculty and principal at Discovery Middle School  
and the Mayor of the City of Madison  
honor and recognize

**Nikita Prabhakar**

as recipient of

**Mayor's Award for Scholastic Excellence  
2023 – 2024 School Year**

**Nikita Prabhakar  
2023 – 2024 School Year**



For overall academic excellence with outstanding  
accomplishments in Mathematics

The faculty and principal at Journey Middle School  
and the Mayor of the City of Madison  
honor and recognize

**Riley Medders**

as recipient of

**Mayor's Award for Scholastic Excellence  
2023 – 2024 School Year**

Riley Medders  
2023 – 2024 School Year





For overall academic excellence with outstanding  
accomplishments in Mathematics

The faculty and principal at Liberty Middle School  
and the Mayor of the City of Madison  
honor and recognize

**Jeffrey Duan**

as recipient of

**Mayor's Award for Scholastic Excellence  
2023 – 2024 School Year**

Jeffrey Duan  
2023 – 2024 School Year



For overall academic excellence with outstanding  
accomplishments in Accelerated Math

The faculty and principal at St. John's Catholic School  
and the Mayor of the City of Madison  
honor and recognize

**Gianna King**

as recipient of

**Mayor's Award for Scholastic Excellence  
2023 – 2024 School Year**

**Gianna King  
2023 – 2024 School Year**

**RESOLUTION NO. 2024-115-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 have in their possession, among others, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

<b>Quantity</b>	<b>Description</b>
1	CQT FX Simmunition Barrell Serial # SNCBD0164-00
1	CQT FX Simmunition Barrell Serial # SNCBD0113-00
1	CQT FX Simmunition Barrell Serial # SNCBD0163-00
1	CQT FX Simmunition Barrell Serial # SNCBD0183-00
1	CQT FX Simmunition Barrell Serial # SNCBD0167-00
1	CQT FX Simmunition Barrell Serial # SNCBD0137-00
1	CQT FX Simmunition Barrell Serial # SNCBD0125-00
1	Magellan Road Mate Serial # 3030-LM
1	Garmin eTrex Venture HC GPS MPD#2550
1	X26P Taser Serial # X12001C4V
1	X26P Taser Serial # X13008EYR
1	X26P Taser Serial # X130003HC
1	X26P Taser Serial # X13004P6A
1	X26P Taser Serial # X130095AD
1	X26P Taser Serial # X13000C07
1	X26P Taser Serial # X13008F04
1	X26 Taser Serial # X00-646734
1	X26 Taser Serial # X00-334328
1	X26 Taser Serial # X00-345936
1	X26 Taser Serial # X00-346064
1	Savage Model 110FP .308 caliber Rifle Serial # F413854
1	Unknown Make Dart Gun Serial #A14767
1	Pneu-Dart Model 178B Dart Gun Serial # 600705695
1	Colt AR 15 Model SP1 .223 Caliber Rifle Serial # SP58643

; and

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

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

Resolution No. 2024-115-R

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

**READ, APPROVED, and ADOPTED** this 13th 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**



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*  
Capital Assets Tag No. \_\_\_\_\_  
(Existing Assets Number)

*Section 2*  
Date: 04/05/2024 Department: Police  
Item Description: CQT FX Simmunition Barrell  
Serial/Model #: SNCBD0164-00 New:  Used:   
Location: Special Ops Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with  
The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature:  Date: 04/05/2024  
(Department Head or Designee)

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
(Below this line)

*Section 3*  
DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_  
APPROVAL OF DISPOSITION METHOD:  
Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_  
Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: CQT FX Simmunition Barrell

Serial/Model #: SNCBD0113-00 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_


Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with

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Signature:  Date: 04/05/2024  
(Department Head or Designee)

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: CQT FX Simmunition Barrell

Serial/Model #: SNCBD0163-00 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with

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

*[Signature]* 04/05/2024  
Signature: (Department Head or Designee) Date:

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_  
Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: CQT FX Simmunition Barrell

Serial/Model #: SNCBD0183-00 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with

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

Signature:  Date: 04/05/2024  
(Department Head or Designee)

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.





# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

 Date: 04/05/2024

 Department: Police

 Item Description: CQT FX Simmunition Barrell

 Serial/Model #: SNCBD0167-00

 New: 

 Used: 

 Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with

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

Signature: (Department Head or Designee) \_\_\_\_\_

04/05/2024

Date:

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

(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale: \_\_\_\_\_

Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_

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

Minutes #: \_\_\_\_\_

SOLD TO:

Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

 COPY: Requesting Dept. 

 Finance Dept. 

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: CQT FX Simmunition Barrell

Serial/Model #: SNCBD0137-00 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with

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

[Signature] \_\_\_\_\_ Date: 04/05/2024  
Signature: (Department Head or Designee)

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: CQT FX Simmunition Barrell

Serial/Model #: SNCBD0125-00 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: We no longer have weapons these work with

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

[Signature]  
Signature: (Department Head or Designee)

04/05/2024  
Date:

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: Proceeds: \_\_\_\_\_

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

\_\_\_\_\_  
Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. MPD# 2551

(Existing Assets Number)

*Section 2*

Date: 04/05/2024

Department: Police

Item Description: Magellan Road Mate

Serial/Model #: 3030-LM

New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Not able to be serviced/updated

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

Signature: (Department Head or Designee)

04/05/2024  
Date:

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature, City Clerk-Treasurer

\_\_\_\_\_  
Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. MPD# 2550  
(Existing Assets Number)

### Section 2

Date: 04/05/2024

Department: Police

Item Description: Garmin eTrex Venture HC GPS

Serial/Model #: \_\_\_\_\_ New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Not able to be serviced/updated

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

Signature: (Department Head or Designee) \_\_\_\_\_

04/05/2024  
Date:

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

(Below this line)

### Section 3

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proceeds: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: X26P Taser

Serial/Model #: X12001C4V New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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

Signature:  Date: 04/05/2024  
(Department Head or Designee)

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: X26P Taser

Serial/Model #: X13008EYR New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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Signature:  Date: 04/05/2024  
(Department Head or Designee)

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

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*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: X26P Taser

Serial/Model #: X130003HC New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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Signature: (Department Head or Designee) \_\_\_\_\_

04/05/2024  
Date:

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*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: Proceeds: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.





# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

*Section 2*

Date: 04/05/2024

Department: Police

Item Description: X26P Taser

Serial/Model #: X13004P6A

New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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Signature: (Department Head or Designee)

04/05/2024

Date:

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

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

### Section 2

Date: 04/05/2024

Department: Police

Item Description: X26P Taser

Serial/Model #: X130095AD

New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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Signature: (Department Head or Designee)

04/05/2024  
Date:

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

(Below this line)

### Section 3

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature, City Clerk-Treasurer

Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

*Section 2*

Date: 04/05/2024

Department: Police

Item Description: X26P Taser

Serial/Model #: X13000C07

New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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Signature: (Department Head or Designee)

04/05/2024

Date:

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: X26P Taser

Serial/Model #: X13008F04 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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Signature:  Date: 04/05/2024  
(Department Head or Designee)

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

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

### Section 2

Date: 04/05/2024 Department: Police

Item Description: X26 Taser

Serial/Model #: X00-646734 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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[Signature] 04/05/2024  
 Signature: (Department Head or Designee) Date:

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
 (Below this line)

### Section 3

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: Proceeds: \_\_\_\_\_

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

\_\_\_\_\_  
 Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

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

### Section 2

Date: 04/05/2024 Department: Police

Item Description: X26 Taser

Serial/Model #: X00-334328 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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[Signature] 04/05/2024  
Signature: (Department Head or Designee) Date:

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
(Below this line)

### Section 3

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

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

### Section 2

Date: 04/05/2024 Department: Police

Item Description: X26 Taser

Serial/Model #: X00-345936 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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[Signature] 04/05/2024  
Signature: (Department Head or Designee) Date:

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

(Below this line)

### Section 3

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024

Department: Police

Item Description: X26 Taser

Serial/Model #: X00-346064

New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Broken/Non-Serviceable

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*[Signature]*  
Signature: (Department Head of Designee)

04/05/2024  
Date:

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature, City Clerk-Treasurer

\_\_\_\_\_  
Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.





# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. 04522  
(Existing Assets Number)

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: Savage Model 110FP .308 caliber Rifle

Serial/Model #: F413854 New:  Used:

Location: Special Ops Vendor Name: Seizure

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: 09/14/2004 Cost or Donated Value: \$1,500.00

Enhancements: \_\_\_\_\_

NOTE: Not Serviceable; Value stated was at time of acquisition

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

Signature:  Date: 04/05/2024  
(Department Head or Designee)

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

(Below this line)

*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: Unknown Make Dart Gun

Serial/Model #: A14767 New:  Used:

Location: Special Ops Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Not Serviceable

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*[Signature]* 04/05/2024  
Signature: (Department Head or Designee) Date:

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

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*Section 3*

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

*Section 2*

Date: 04/05/2024

Department: Police

Item Description: Pneu-Dart Model 178B Dart Gun

Serial/Model #: 600705695

New:  Used:

Location: Special Ops

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

NOTE: Not Serviceable

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Signature: (Department Head or Designee)

04/05/2024

Date:

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DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO:

Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 04/05/2024 Department: Police

Item Description: Colt AR-15 Model SP1 .223 Caliber Rifle

Serial/Model #: SP58643 New:  Used:

Location: Special Ops Vendor Name: Seizure

Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: 09/14/2004 Cost or Donated Value: \$1,500.00

Enhancements: \_\_\_\_\_

NOTE: Not Serviceable; Value stated was at time of acquisition

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[Signature] 04/05/2024  
 Signature: (Department Head or Designee) Date:

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

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DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

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

\_\_\_\_\_  
 Signature, City Clerk-Treasurer Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept.  Finance Dept.

**RESOLUTION NO. 2024-117-R**

**AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A CRISIS SERVICES OF NORTH ALABAMA PARTNERSHIP AGREEMENT FOR COMMUNITY COLLABORATIONS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Chief of Police is authorized and directed to execute on behalf of the City the Memorandum of Understanding ("MOU"), to work together to ensure that victims of domestic violence and sexual assault who report to law enforcement are provided information and referrals to Crisis Service North Alabama (CSNA) forensic and supportive services.

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same, and, except for the extension or cancellation of the MOU, the Chief or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> day of May 2024.

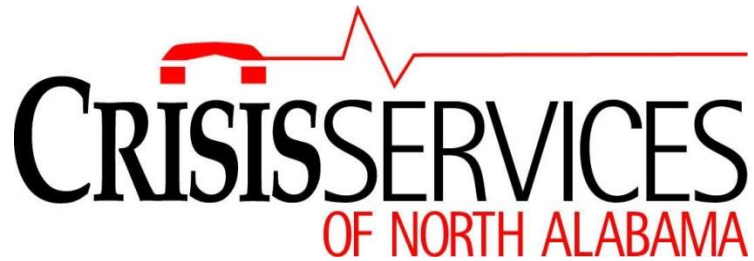
\_\_\_\_\_  
*Ranae Bartlett, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of May 2024.

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



## **Memorandum of Understanding: Partnership Agreement for Community Collaborations**

### **I. Introduction**

This Memorandum of Understanding (MOU) is designed to improve the response of the community to domestic violence and sexual assault and to send a consistent message that we, the undersigned, will work in partnership toward ending the occurrences of intimate partner violence and sexual assault in our community. The partners who participate in this MOU:

- Have a common goal of providing access for victims of intimate partner violence and sexual assault to services that enhance victim safety and respect the confidentiality of victim information. and
- Recognize that victim safety can be compromised by the failure to maintain confidentiality.
- Understand that information sharing may increase the effectiveness of services delivery and abuser accountability only when the victim is fully aware of the risks and benefits of sharing personal information and authorizes information sharing.
- Have various levels of confidentiality, obligations in regard to victim/service participant information, and the sharing of the information.

### **II. Definitions**

In this MOU, domestic violence is termed intimate partner violence and is defined as abuse or aggression that occurs in an intimate relationship. This includes current or former spouses or dating partners who may or may not have lived together.

This MOU defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

### **III. Primary Partner Agencies**

- Crisis Services of North Alabama (CSNA)
- Huntsville Police Department (HPD)
- City of Madison Mayor (for Madison Police Department and Madison City Clerk)
- Madison County Sheriff's Department (MCSD)
- Madison County Circuit Clerk

#### **IV. Partner Roles and Responsibilities**

The partners in this MOU have created a multi-disciplinary partnership to provide access to intimate partner violence and sexual assault services that enhance victim safety and protect individual privacy. When there is a question about whether a certain approach should be taken in a given situation, the determining factor will be whether the proposed action will enhance victim safety and privacy.

##### ***Crisis Services of North Alabama (CSNA)***

*History:* CSNA has a long history of working in partnership with law enforcement and the Madison County Courts to ensure that victims of intimate partner violence and sexual assault receive safe, confidential services.

CSNA offers a 24-hour crisis line, HELPLine, to all victims who are in need of a compassionate response to their trauma. Through HELPLine, victims of intimate partner and sexual violence can contact CSNA for emergency assistance including access to shelter or forensic exams. HELPLine is accredited by the International Council of Helplines.

In addition to HELPLine, CSNA offers victims of intimate partner violence (IPV) services including safety planning, emergency shelter, adult and child counseling and support groups, case management, and personal and court advocacy. Intimate partner violence victims may also utilize CSNA’s Forensic Nurse Examiner Program to have any injuries documented by trained forensic nurses. CSNA’s Intimate Partner Violence Program complies with standards established by the Alabama Coalition Against Domestic Violence and Alabama Department of Economic and Community Affairs Administrative Code Chapter 305-4-4.

For victims of sexual assault, CSNA also provides safety planning, crisis counseling, support group, case management, personal and court advocacy, and forensic evidence collection by a trained forensic nurse examiner. CSNA’s Sexual Assault Program complies with standards established by the Alabama Coalition Against Rape.

CSNA’s Forensic Nurse Examiners (FNE) are trained to provide forensic exams to victims of intimate partner violence, sexual assault, elder abuse, and child physical and sexual abuse within the guidelines of the local Children’s Advocacy Center MOU. CSNA uses protocols established by the International Association of Forensic Nurses (IAFN) and the FNE Program Director and Coordinator holds an IAFN SANE-A (Adults and Adolescent) and the FNE Program Director also holds an IAFN SANE-P (Pediatrics) certification.

CSNA’s personnel and volunteers have over 300 years of cumulative experience in responding to people in crisis. No other agency provides such comprehensive crisis services in the area CSNA serves.

##### ***Roles and Responsibilities:***

- Provide confidential services to victims of stalking, intimate partner, dating, and sexual violence. Services include a 24-hour crisis line, emergency shelter, counseling, support groups, case management, personal and court advocacy, and forensic documentation of injuries.

- Identify and work to resolve problems that may impede victims’ access to resources in the social services network, civil and criminal justice system, and other systems.
- Educate community partners on intimate partner violence and sexual assault issues that will enhance victim safety.
- Update community partners on emerging issues/research regarding intimate partner violence/sexual assault issues.

*Resources:*

- Staff and volunteers
- 24-hour shelter and comprehensive services
- Office and meeting space
- 24-hour crisis line
- Forensic medical facilities
- Educational brochures and materials

*Confidentiality Obligations:*

CSNA has a strict confidentiality obligation to the victim/services participant. The program will not share individual, personally identifying information about any individual who has received or sought services without the informed, written, and reasonably time-limited release of the victim/service participant except for the mandatory reporting of suspected child abuse or neglect as required by state law.

***Law Enforcement***

*History:* CSNA and law enforcement have been working together to ensure that victims of domestic violence and sexual assault who report to law enforcement are provided information and referrals to CSNA’s forensic and supportive services. These partnerships have been in place since the inception of domestic violence services in 1982 and sexual assault services in 1986. CSNA and law enforcement agency officials maintain ongoing dialogue regarding the programs and projects on which they partner to ensure that goals are met.

*Roles and Responsibilities:*

Refer the following to HELpline, CSNA’s 24-hour crisis line, at 256-716-1000:

- Intimate partner violence victims for shelter and supportive services
- Intimate partner violence victims not in need of shelter for advocacy and supportive services
- Sexual assault victims for advocacy and supportive services
- Victims of crime for emotional support.

Law Enforcement will contact CSNA’s Forensic Nurse Examiner Programs at 256-430-1407 for:



- Intimate partner violence victims for documentation of physical injuries and/or strangulations
- Adult victims of sexual assault for documentation of injuries and collection of forensic evidence
- Child victims of sexual assault or physical abuse for collection of forensic evidence and documentation of injuries within the guidelines of the local Children's Advocacy Center MOU
- Elderly abuse victims for documentation of injuries

*Resources:*

- Law enforcement officers
- Office space for Domestic Violence Responders in Huntsville Police Department
- Access for DV Responder Coordinator to domestic violence cases to assist victims
- Referrals to CSNA for services

*Circuit Clerk*

*History:* CSNA and the courts in Madison County have a longstanding relationship dating back to the early 1980s when then District Attorney Bud Cramer assembled a group of interested residents and agencies to form HOPE Place. As laws have been passed and enhanced to protect victims of intimate partner violence, CSNA advocates have been allowed to provide assistance to victims in filing for Protection From Abuse Orders and in understanding the court process. Courts have allowed CSNA advocates to be in courtrooms to provide support to victims.

*Roles and Responsibilities:*

Refer the following to, HELpline, CSNA's 24-hour crisis line, at 256-716-1000:

- Intimate partner violence victims for shelter, advocacy, and support services
- Intimate partner violence victims to the Madison County Domestic Violence Victim Services Coordinator for court advocacy and assistance in filing for a Protection From Abuse Order
- Victims of crime for emotional support.

*Resources:*

- Quiet space to meet with victims
- Access to courtrooms and Magistrate's office to accompany victims and provide support
- Referrals to CSNA for services

**V. Duration**

By signing the MOU, the parties agree to uphold the terms of this MOU. Any party may amend their roles and responsibilities of the MOU by written request. This MOU shall become effective upon signature by the representative and shall be reviewed and revised as needed.

Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

**RESOLUTION NO. 2024-127-R**

**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 061689 FOR DAMAGE TO CITY VEHICLE**

**WHEREAS**, on March 01, 2024, at 9:54 p.m. which loss upon the best knowledge and belief of insured was caused by individual backing into a city car while parked and unoccupied. A vehicle backed into a city car parked on street and damaged front bumper and headlight of vehicle.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$7,479.25, with a deductible of \$500.00, the full and final settlement of \$6,979.25.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$7,479.25, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$6,979.25. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 13<sup>nd</sup> 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 May 2024

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

### SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281261  
POLICY NUMBER  
October 1, 2023  
EFFECTIVE DATE

\$500.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

061689MT  
ADJUSTER FILE NUMBER  
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

YEAR	MAKE	MODEL	VEHICLE ID NO.
2023	Ford	Explorer	1FMSK8DH6PGC14201

**DATE OF LOSS CAUSE** A loss occurred on the 24th day of March, 2024, about the hour of 9:54 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION OWNERSHIP** When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: N/A

**VALUE**  
(If a total loss)  
**WHOLE LOSS DEDUCTIBLE AMOUNT**  
The actual cash value of above described automobile at the time of said loss .....  
THE ACTUAL LOSS AND DAMAGE to above described automobile was ..... \$7,479.25  
The deductible provision applicable to this loss ..... (\$500.00)

**SALVAGE** ..... ( )

**CLAIMED** AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement .... \$6,979.25

**IN THE EVENT OF THEFT** In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer; all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

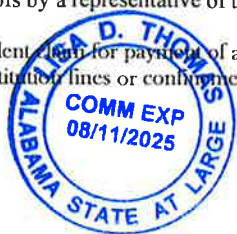
**SUBROGATION** The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

**STATEMENTS OF INSURED** The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

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

Date: 4/11/2024



SIGNATURE Paul Finley

Witness: \_\_\_\_\_

Subscribed and sworn to before me this 11th day of April, 2024

Jan R. Sh...  
NOTARY PUBLIC

**RESOLUTION NO. 2024-128-R**

**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 061567CH FOR DAMAGE TO CITY VEHICLE**

**WHEREAS**, on March 06, 2024, at 1:07 a.m. which loss upon the best knowledge and belief that the accident happened when the insured vehicle was struck by another vehicle when turning left at an intersection.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$24,758.03, with a deductible of \$500.00, the full and final settlement of \$24,258.03.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$24,258.03, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$24,258.03. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 13<sup>th</sup> 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 May 2024

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

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281261
POLICY NUMBER
October 1, 2023
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

061567CH
ADJUSTER FILE NUMBER
061567CH
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2019, Ford, Explorer, 1FM5K8AR2KGB22327

DATE OF LOSS CAUSE: A loss occurred on the 6th day of March, 2024, about the hour of 1:07 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV was struck by OV when turning left at an intersection.

LOCATION OWNERSHIP: When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: \_\_\_\_\_

VALUE (If a total loss) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$24,758.03
WHOLE LOSS DEDUCTIBLE AMOUNT THE deductible provision applicable to this loss \$14,971.97 (\$500.00)

SALVAGE: \_\_\_\_\_ ( )

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement .... \$24,258.03

IN THE EVENT OF THEFT: In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer; all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

SUBROGATION: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

STATEMENTS OF INSURED: The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

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

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

SIGNATURE Paul Tully

Witness: \_\_\_\_\_

Subscribed and sworn to before me this 4 day of April, 2024



Signature of Kerri Sulyma, NOTARY PUBLIC

**RESOLUTION NO. 2024-133-R**

**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 061054 FOR  
The Madison Police Department**

**WHEREAS**, on December 1, 2023, which loss of the best knowledge and belief of insured was caused another vehicle striking the insured Madison Police vehicle.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a deductible that was recovered for claim #061054. The insurance deductible recovery payment to the City of Madison in the amount of \$500.00.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the deductible that was recovered for claim number #061054 final settlement offer in the amount of \$500.00 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 13th day of May, 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May, 2024

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






# ALABAMA MUNICIPAL INSURANCE CORPORATION

110 NORTH RIPLEY STREET • MONTGOMERY, AL 36104  
PHONE: 334-386-3863 • FAX: 334-386-3873 • TOLL FREE: 1-866-239-AMIC (2642)  
WWW.AMICENTRAL.ORG

## MEMORANDUM

DATE: April 25, 2024  
TO: City of Madison  
FROM: Kelly Jackson  
Accountant   
RE: Recovery of Deductible

Enclosed is check #90772 for \$500.00 representing the deductible that was recovered for claim #061054. If you have any questions, please contact us.



ALABAMA MUNICIPAL INSURANCE CORP.

Montgomery, AL 36104

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Recover 1st Party Ded.				\$0.00	\$500.00

Claim Number: 061054    Claimant: City of Madison    Payee: City of Madison, ETAL  
Check Number: 90772    Total Check Amt: \$500.00    Event Date: 12/1/2023    Department: MAD City of Madison, ETAL  
Adjuster Name: Casady Hallagin    Adjuster Phone #:    Control Number: 0170734  
Payee Tax ID:

**RESOLUTION NO. 2024-134-R**

**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 061433 FOR  
The Madison Police Department**

**WHEREAS**, on February 10, 2024, which loss of the best knowledge and belief of the insured the accident was caused by another vehicle striking the insured Madison Police vehicle.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a deductible that was recovered for claim #061433. The insurance deductible recovery payment to the City of Madison in the amount of \$500.00.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the deductible that was recovered for claim number #061433 final settlement offer in the amount of \$500.00 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 13th day of May, 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2024


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



# ALABAMA MUNICIPAL INSURANCE CORPORATION

110 NORTH RIPLEY STREET • MONTGOMERY, AL 36104  
PHONE: 334-386-3863 • FAX: 334-386-3873 • TOLL FREE: 1-866-239-AMIC (2642)  
WWW.AMICENTRAL.ORG

## MEMORANDUM

DATE: April 25, 2024  
TO: City of Madison  
FROM: Kelly Jackson  
Accountant   
RE: Recovery of Deductible

Enclosed is check #90773 for \$500.00 representing the deductible that was recovered for claim #061433. If you have any questions, please contact us.

ALABAMAMUNICIPALINSURANCECORP.

Montgomery,AL36104

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Recover 1st Party Ded.				\$0.00	\$500.00

Claim Number: 061433 Claimant: City of Madison Payee:City of Madison, ETAL  
Check Number: 90773 Total Check Amt: \$500.00 Event Date: 2/10/2024 Department: MAD City of Madison, ETAL  
Adjuster Name:Monica Thompson Adjuster Phone #:(334)386-4252 Control Number: 0170736  
Payee Tax ID:

**RESOLUTION NO. 2024-135-R**

**WHEREAS**, on, February 24<sup>th</sup> at 7:20 p.m. which loss upon the best knowledge and belief of insured was caused by a collision.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$2,163.23 with a deductible of \$500.00, the full and final settlement of \$1,663.23.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$2,163.23, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$1,663.23. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 13th day of May, 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May, 2024

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

### SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281261  
POLICY NUMBER  
October 1, 2023  
EFFECTIVE DATE

\$500.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

061698CH  
ADJUSTER FILE NUMBER  
061698CH  
HOME OFFICE CLAIM NO.

**To: Alabama Municipal Insurance Corporation:**

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

YEAR	MAKE	MODEL	VEHICLE ID NO.
2019	Ford	Explorer	1FM5K8AR0KGB22326

**DATE OF LOSS CAUSE**

A loss occurred on the 24th day of February, 2024, about the hour of 7:20 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV struck a curb and damaged underneath IV.

**LOCATION OWNERSHIP**

When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows:

**VALUE**

(If a total loss)

**WHOLE LOSS DEDUCTIBLE AMOUNT**

The actual cash value of above described automobile at the time of said loss  
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$2,163.23  
The deductible provision applicable to this loss (\$500.00)

**SALVAGE**

( )

**CLAIMED**

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$1,663.23

**IN THE EVENT OF THEFT**

In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer, all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

**SUBROGATION**

The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

**STATEMENTS OF INSURED**

The said loss did not originate by any act, design or procurement on the part of the Insured or this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

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

Date: 4-23-24

SIGNATURE [Signature]

Witness: \_\_\_\_\_

Subscribed and sworn to before me this 23 day of April, 2024

[Signature]  
NOTARY PUBLIC







**RESOLUTION NO. 2024-146-R**

**AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR THE PURCHASE OF A VEHICLE WARNING FLASHER**

**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 course of the fiscal year and that are not otherwise provided for in the City’s budget; and

**WHEREAS**, the City Council finds that an expenditure of public funds to provide funding for a vehicle advanced waring flasher for the Balch Road at Chapel Hill Project meets a public purpose; and

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed ten thousand dollars (\$10,000.00), is authorized from the Council Special Projects budget for the above-described purchase; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> 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. 2024-126-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH MORELL ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE RESURFACING OF MADISON BOULEVARD**

**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 Morell Engineering, Inc., for the provision of professional construction engineering, inspection, and construction materials testing services for the Madison Boulevard Resurfacing Project No. 22-002, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement Construction, Engineering and Inspection 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 Morell Engineering, 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 13<sup>th</sup> 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

**A G R E E M E N T**

**BETWEEN**

**CITY OF MADISON**

**AND**

**MORELL ENGINEERING, INC.**

**STATE OF ALABAMA**

**ACTING BY AND THROUGH**

**THE ALABAMA DEPARTMENT OF TRANSPORTATION**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**STATEWIDE**

**AGREEMENT**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

This AGREEMENT is made and entered into by and between the City of Madison, 100 Hughes Road, Madison, AL 35758, hereinafter referred to as the CITY OF MADISON, and Morell Engineering which is qualified to do business in the State of Alabama, and has its principal Alabama office at 711 East Hobbs Street, Athens, AL 35611, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY OF MADISON for the consideration hereinafter mentioned to provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the CITY OF MADISON.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the CITY OF MADISON and shall ascertain the written practices of the CITY OF MADISON prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the CITY OF MADISON and Federal Highway Administration, where applicable, before CONSULTANT will be paid for said work.

“As a part of obligations of the CONSULTANT to the CITY OF MADISON under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT”.

The CONSULTANT shall provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the CITY OF MADISON.

This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT shall provide services, personnel and equipment as required by the CITY OF MADISON.

**ARTICLE I - SCOPE OF WORK**

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services on-call on a statewide basis for the CITY OF MADISON.

This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT will provide services, personnel and equipment as required by the CITY OF MADISON. The work to be performed by the CONSULTANT will be as follows:

**SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the CITY OF MADISON.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the CITY OF MADISON in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY OF MADISON. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction,

engineering and contract administration used by the CITY OF MADISON. The CITY OF MADISON shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short term basis (sickness, vacation, etc.), the CITY OF MADISON shall provide the CONSULTANT two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the CITY OF MADISON and the Contractor to minimize rescheduling of the CONSULTANT’S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 DEFINITIONS:

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT’S construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.  
  
Project Manager, CITY OF MADISON: Qualified individual assigned by the CITY OF MADISON to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).

- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.
- J. Region/Area Engineer: Administrative head of ALDOT'S Region.
- K. District Manager: Administrative head of one of ALDOT'S Districts.
- L. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.
- M. State Design Engineer: Administrative head of ALDOT'S Design Bureau.
- N. Consultant: Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this AGREEMENT.
- O. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.
- P. Region/Area Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.
- Q. Consultant Design Engineer (when applicable): Consultant design engineer retained by ALDOT to design aforementioned project(s).
- R. Region/Area Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this AGREEMENT in ALDOT'S Region.
- S. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s) covered by this AGREEMENT.
- T. Area County Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.
- U. County Engineer: Administrative head of the County Engineering Department.
- V. City Engineer: Administrative head of the Mayor's Office/City Engineering Department.

#### 4.0 ITEMS TO BE FURNISHED BY THE CITY OF MADISON TO CONSULTANT:

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A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via the Region/Area Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:

5 sets Construction Plans - Half scale

3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)

2 sets Standard Drawings

1 copy of Executed Contract

B. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by ALDOT. Construction and Materials Management Software including CAMMS, SiteManager, Stormwater Tracking System and Concrete Management System will be used for contract administration on designated projects.

C. When determined by the Region/Area Engineer, the CITY OF MADISON will furnish and maintain a Project Office at a location. The office will include shall meet all local, state and federal building codes and requirements and shall contain the following:

1. A minimum 600 square feet heated and cooled office space.
2. Floor space shall be divided into one restroom, one central work room and three private offices.
3. Heating, air conditioning and lighting.
4. Water cooler service (not bottled water).
5. Hot and cold water service.
6. If the office is a trailer, tie downs capable of withstanding winds up to hurricane force and trailer underpinning.
7. Garbage and trash disposal service.
8. Grass and weed control.

9. Parking spaces for a minimum of five (5) vehicles; graded for drainage and suitably surfaced with an all weather access road.
10. The CITY OF MADISON shall provide janitorial service.
11. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
12. The minimum furniture shall be supplied as follows:  
  
Per office – 1 desk, 3 chairs  
  
Per work room – 1 plan table, 1 work table (drafting), 2 stools, 3 chairs, 1 water cooler dispenser, 1-4 drawer file cabinet, 10 feet of book shelving, 1 plan storage rack and appropriate fire extinguishers.
13. The CITY OF MADISON shall provide computers, typewriters, calculators, etc. for CITY OF MADISON personnel and one telephone for each office and work room. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties. All computers, tablet computers and smart phones provided by the CONSULTANT shall comply with the requirements listed in Article 1, Section 1, Paragraph 5.B.13 of this AGREEMENT.
14. The CITY OF MADISON shall provide a facsimile machine and a copier for use by the CITY OF MADISON and consultant personnel. The CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to the CITY OF MADISON.
15. The CITY OF MADISON shall provide testing equipment, photographic equipment, tapes, rulers, field books and other miscellaneous items necessary for satisfactory performance of work.
16. The CONSULTANT shall provide all surveying equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held

computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment.

- 17. Routine items for operation of the office such as stamps, postal costs, utility service, etc., shall be supplied by the CITY OF MADISON.

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. Document Compliance

The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY OF MADISON, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

- 1. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT’S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT’S Region/Area Construction Engineer. (Said manual is available on ALDOT’S website)
- 2. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT’S website)
- 3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT’S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT’S Region/Area Materials and Tests Engineer. (Said manual is available on ALDOT’S website)

4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)
5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection.  
(Said manual is available on ALDOT'S website)
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANT'S personnel.
8. The applicable Roadway and Traffic Design Standards.
9. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.
10. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
11. FHWA Manual on Uniform Traffic Control Devices.
12. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.

14. Copies of all applicable ASTM Standards.
- B. When requested by the CITY OF MADISON, the CONSULTANT shall furnish and maintain a Project Office within project work limits, or other location approved by the Region/Area Engineer. The site of said office, size of office and accommodations shall have prior written approval by the Region/Area Engineer. The office shall meet all local, state and federal building codes and requirements and shall contain the following:
1. A minimum of 600 square feet heated and cooled office space.
  2. Floor space shall be divided into two restrooms, one central office, and three private offices. One of the private offices, within same confines as the CONSULTANT, shall be suitably furnished and maintained as an office for use of the CITY OF MADISON, if requested. This office space shall contain no less than 180 square feet. The minimum office equipment to be provided by the CONSULTANT for the CITY OF MADISON office shall consist of one desk and complimentary office chair; two conference room chairs; drawing table (4' x 6' minimum size); drafting stool; filing cabinets as needed and telephone service or as approved by the Region/Area Engineer.
  3. Heating, air conditioning and lighting.
  4. Water cooler service (not bottled water).
  5. Hot and cold water service.
  6. One (1) fire extinguisher (Minimum size 10# CO2) per 200 square feet of floor space.
  7. If the office is a trailer, tie-downs capable of withstanding winds up to hurricane force. (See NOTE in 603.1(a) about tie down strap requirements).
  8. Office trailer underpinning with materials approved by the Region/Area Engineer.
  9. Garbage and trash disposal service.

10. Grass and weed control at office site to a maximum of three (3) inches in height by mowing for a distance of five (5) feet outside security fencing (if provided), or within boundaries as approved by the Region/Area Engineer.
11. The CONSULTANT shall provide janitorial service.
11. Parking spaces for a minimum of eight (8) vehicles, plus additional spaces for use by the CONSULTANT'S vehicles, graded for drainage and suitably surfaced, with an all weather access road.
12. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
13. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as, current ALDOT production versions of Bentley software. All CADD files are required to be completely compatible with the Department's current production versions of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phone for use in the field inspections and documentation, if required. The tablet computer and/or smart phone shall comply with at least current minimum ALDOT standards and have the access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network.

The CONSULTANT shall also furnish such other shelter, storage and parking space as required by the Region/Area Engineer to effectively carry out the CONSULTANT'S responsibilities under this AGREEMENT. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the Region/Area Engineer, to accommodate the CONSULTANT'S project personnel.

Furniture and office equipment, supplied by the CONSULTANT, shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, facsimile machine, photo-copier, typewriters, telephones and other items determined by the Region/Area Engineer to be necessary in order to fulfill work under this AGREEMENT. The CONSULTANT shall provide all survey equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. Quantity and quality of the items require the Region/Area Engineer's approval. Equipment shall be either U.S. Customary or metric as directed by the Region/Area Engineer.

Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., shall be supplied by the CONSULTANT.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the Region/Area Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the Region/Area Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the CITY OF MADISON. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY OF MADISON shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY OF MADISON policies, plans, specifications and contract provisions. The CITY OF MADISON shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the CITY OF MADISON representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY OF MADISON'S recommendations. The CITY OF MADISON'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the Region/Area Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY OF MADISON, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the CITY OF MADISON, the Region/Area Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT.



Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the Region/Area Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection: The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The CITY OF MADISON shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the CITY OF MADISON for inspections of construction projects are set out in the CITY OF MADISON'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance

with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the CITY OF MADISON’S Testing Manual. The CITY OF MADISON reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The CITY OF MADISON shall monitor the effectiveness of the CONSULTANT’S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY OF MADISON of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the CITY OF MADISON at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a laboratory other than the State laboratory shall be handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY OF MADISON to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the CITY OF MADISON, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to the Region/Area Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY OF MADISON. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.

5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to the Region/Area Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the Region/Area Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall

make recommendations to the Region/Area Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the Region/Area Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to the Region/Area Engineer of all project(s) related circumstances that may have an influence upon the solution. In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the Region/Area Engineer, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY OF MADISON in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally

associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the Region/Area Engineer for approval. Approval of the Region/Area Engineer must be obtained prior to initiating any change or extra work.
10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the CITY OF MADISON Project manager, shall negotiate prices with the Contractor and prepare and submit a recommendation to the Region/Area Engineer for approval. The Region/Area Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.
11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.

12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the Region/Area Construction Engineer. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.
13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall the analyze request and prepare a recommendation to the Region/Area Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the Region/Area Engineer on all delays. This recommendation is needed to justify a time extension.
14. The CONSULTANT shall prepare and submit to the Region/Area Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve the CONSULTANT, shall be signed and sealed by the CONSULTANT and the Region/Area Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the CITY OF MADISON, the CONSULTANT shall assist appropriate CITY OF MADISON offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.

17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the CITY OF MADISON'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
18. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the Region/Area Engineer immediately.
19. Shop drawing/sample submittal and approvals shall be logged by the CITY OF MADISON. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the CITY OF MADISON'S procedures.
21. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.



23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the Region/Area Engineer of these inquiries.

24. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY OF MADISON to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the Region/Area Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person’s qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT’S personnel approval request shall be submitted at least two weeks prior to and approved by the Region/Area Engineer prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the CONSULTANT’S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or

Registered Professional Engineer with five years of experience in construction

inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the Region/Area Engineer.

- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY OF MADISON. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the District Manager’s or the Region/Area Engineer’s designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester

- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

**Job Description:**

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

**LEVEL II INSPECTOR:**

**Minimum Qualifications:**

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work

performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities.

The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer’s License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor’s work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking

contractor’s work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor’s License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The CITY OF MADISON shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the Region/Area Engineer. An individual previously approved whose performance is later determined by the CITY OF MADISON to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the Region/Area Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of

various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the Region/Area Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the Region/Area Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY OF MADISON determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY OF MADISON shall be authorized to operate nuclear testing devices. The CONSULTANT



shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the CITY OF MADISON and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The Region/Area Engineer shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the Region/Area Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY OF MADISON in connection with said Project(s).

12.0 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT shall, by written request from the CITY OF MADISON, analyze the claim, prepare recommendation to the Region/Area Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim.

Compensation for these services shall be mutually agreed between the CITY OF MADISON and the CONSULTANT prior to performance of said Services.

- A. The CONSULTANT shall, upon written request by Region/Area Engineer, assist appropriate CITY OF MADISON Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT’S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by Region/Area Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the CITY OF MADISON in any litigation or hearings in connection with said construction contract(s).

**ARTICLE II - TIME OF BEGINNING AND COMPLETION**

1. The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives approved Purchase of Consultant Services for Construction Engineering and Inspection order (Form CPO – CE&I) from Region/Area Engineer. The CPO shall constitute Notice to Proceed from the CITY OF MADISON. The maximum amount payable to the CONSULTANT for services on each on-call construction assignment shall not exceed the amount stated on said CPO. The length of services as herein established for each construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the CITY OF MADISON of described services.
2. This AGREEMENT shall be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and signature of the Governor of Alabama, for a term of two years. Any requests for work by the CITY OF MADISON, made prior to the end of the two-year term shall be covered by this AGREEMENT.

**ARTICLE III – PAYMENT**

**SECTION 1**

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Region/Area requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Region.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY OF MADISON shall pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT’S personnel that may be working on various projects under this AGREEMENT.

<u>CLASSIFICATION</u>	<u>HOURLY PAY RANGES</u>
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00
Administrative Assistant	\$10.00 to \$19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as

approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.

3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 170.22 percent (for Fiscal Year Ending December 31, 2017) shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
4. For work performed out of CITY OF MADISON provided facility, the CONSULTANT'S field office and labor additive rate of 96.98 percent (for Fiscal Year Ending December 31, 2017) shall be applied to the direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage point per year during the life of this AGREEMENT.  
*(NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)*
5. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.

- 7. Any paid overtime shall require prior authorization from the Region/Area Engineer.

Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly overtime rate will be 1.5 times the billable rate.
- b. Hours worked on holidays observed in the Region/Area on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be one 1 times the billable rate.
- b. The premium portion of overtime will be billed in accordance with the CONSULTANT’S Indirect Cost Rate Calculation.

- 8. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed Two Hundred Ninety Four Thousand Two Hundred Twenty Nine & 25/dollars (\$294,229.25).

**SECTION 2**

- A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.
- B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the CITY OF MADISON may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the Region/Area Office for review, approval and forwarding to the STATE’S Bureau of Finance and Audits, External Audit Section located in Montgomery, Alabama, for payment.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

**SECTION 3**

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the CITY OF MADISON of all claims and of any and all liability of the CITY OF MADISON to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY OF MADISON.

**SECTION 4**

During the period of this AGREEMENT, the CONSULTANT shall not be employed and CONSULTANT’S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the CITY OF MADISON.

**SECTION 5**

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the CITY OF MADISON in effect at the time work is performed.

**ARTICLE IV – MISCELLANEOUS PROVISIONS**

Exhibits A, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y and Z attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

By signing this contract, the contracting parties affirm, for the duration of the AGREEMENT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the AGREEMENT and shall be responsible for all damages resulting there from.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

**ATTEST:**

**MORELL ENGINEERING, INC**

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

 \_\_\_\_\_

(Affix Corporate Seal)

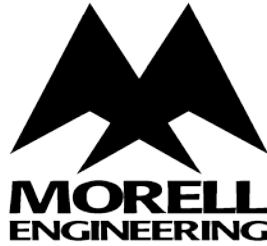
**CITY OF MADISON:**

\_\_\_\_\_  
Mayor



Resurfacing on Madison Boulevard from Westchester Road to Flagstone Drive to Include Traffic Signal Improvements and the Addition of Turn Lanes (75 Working Days)	\$ 50.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 20.00	\$ 18.00	\$ 22.00	
ALDOT Project No. STPAA-4522(251)	Professional Civil Engineer	Project Manager	Senior Inspector	Level II Inspector	Level I Inspector	Instrument Person	Target Person	Administrative Assistant	Total
Task Description									
Contract Administration	10							10	
Surveying/Stationing/Layout						5	5		
Project Inspection	15	75	25	45	25				
Materials Testing				25	25				
Project Management	25	60							
Man Day Total	50	135	25	70	50	5	5	10	
Daily Rate	\$ 400.00	\$ 320.00	\$ 272.00	\$ 224.00	\$ 176.00	\$ 160.00	\$ 144.00	\$ 176.00	
Total Direct Labor	\$ 20,000.00	\$ 43,200.00	\$ 6,800.00	\$ 15,680.00	\$ 8,800.00	\$ 800.00	\$ 720.00	\$ 1,760.00	\$ 97,760.00
Overhead 173.61	\$ 34,722.00	\$ 74,999.52	\$ 11,805.48	\$ 27,222.05	\$ 15,277.68	\$ 1,388.88	\$ 1,249.99	\$ 3,055.54	\$ 169,721.14
Direct Cost									\$ -
Sub Total									\$ 267,481.14
Profit 10%									\$ 26,748.11
<b>TOTAL ESTIMATED CE&amp;I SERVICES</b>									<b>\$ 294,229.25</b>





April 18, 2024

Michael Johnson, P.E.  
 City Engineer, City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Subject: Project # STPAA-4522(251) – Resurfacing on Madison Boulevard from Westchester Road to Flagstone Drive to Include Traffic Signal Improvements and the Addition of Turn Lanes

Dear Sir,

Enclosed for your review is our proposal for performing CE&I Services for Project # STPAA-4522(251) – Resurfacing on Madison Boulevard from Westchester Road to Flagstone Drive to Include Traffic Signal Improvements and the Addition of Turn Lanes. This proposal includes an Agreement between the City of Madison and Morell Engineering, Inc. for CE&I Services for this project. This agreement defines the scope of work to be performed, personnel to be utilized and associated costs, with a budget of \$294,229.25.

Morell Engineering is a professional services firm locally owned and operated in Athens, Alabama, founded by Taz Morell in 2004. The scope of our services includes: civil engineering, sanitary design, municipal engineering, geotechnical engineering, facilities management & operations, construction materials testing (CMT), transportation design, aviation, and land surveying.

The firm's registration numbers for engineering and surveying are CA#2746 E and CA#742 LS. Our office is located at 711 East Hobbs Street in Athens, Alabama.

Below are the team members we propose to utilize for this project:

**W. Taz Morell, PE/PLS (Professional Civil Engineer and Professional Land Surveyor)** has a BS degree in Civil Engineering from the University of Alabama. Taz is the president and founder of Morell Engineering, Inc. which was established in 2004. He is responsible for engineering and surveying services provided by Morell Engineering, as well as managing quality assurance surveying and engineering design and inspection for various projects. Taz previously worked as a project engineer with the Alabama Department of Transportation; he has also worked as a project manager for Burgreen Contracting Company, where he managed several commercial, industrial, and residential projects. Taz has more than 30 years of experience.



**Logan Bell, PE (Professional Civil Engineer, Project Manager)** has a BS degree in Civil Engineering from The University of Alabama. Logan has more than 9 years of experience working with project management, construction inspections, surveying, and construction materials testing on various ALDOT roadway and bridge projects. Logan has a work zone safety certification as well as radiation safety certification. He also has the following certifications: ALDOT roadway technician, ALDOT earthwork technician, ALDOT concrete technician, and ACI concrete field testing technician level 1.

**Laura Vukosavljevic, PE (Professional Civil Engineer)** has a BS degree in Civil Engineering from Louisiana State University and a MS degree in Civil Engineering from The University of Tennessee. She has more than 12 years of experience working with geotechnical engineering design and inspections, including foundation and drilled shaft inspections.

**Sam Cole, PE (Professional Civil Engineer, Project Manager)** has a BS degree in Civil Engineering from The University of Alabama in Huntsville. Sam has more than 5 years of experience working with project management, construction inspections, surveying, and construction materials testing on various ALDOT projects. Sam has a work zone safety certification as well as radiation safety certification. He also has the following certifications: ALDOT roadway technician, ALDOT earthwork technician, ALDOT concrete technician, ACI concrete field testing technician level 1, and qualified credentialed professional (QCP).

**Alex Rogers (Graduate Civil Engineer, Project Manager)** has a BS degree in Civil Engineering from The University of Alabama in Huntsville. Alex has more than 4 years of experience working with project management, construction inspections, surveying, and construction materials testing on various ALDOT projects. Alex has a work zone safety certification as well as radiation safety certification. He also has the following certifications: ALDOT roadway technician, ALDOT earthwork technician, ALDOT concrete technician, ACI concrete field testing technician level 1, and ACI concrete strength testing technician level 1.

**Daniel Thaxton (Graduate Civil Engineer, Project Manager)** has a BS degree in Civil Engineering from The University of Alabama. Daniel has approximately 1 year of experience working with construction inspections, surveying, and construction materials testing on various ALDOT projects. Daniel has a work zone safety certification as well as radiation safety certification. He also has the following certifications: ALDOT roadway technician, ALDOT earthwork technician, ALDOT concrete technician, ACI concrete field testing technician level 1, and qualified credentialed inspector (QCI).

**Collin Hays (Senior Inspector)** has more than 15 years of experience in the materials testing industry including field and laboratory testing. Collin has the following certifications: ALDOT roadway technician, radiation safety certification, ALDOT concrete technician, ALDOT HMA asphalt technician level 1, ACI concrete field testing technician level 1, ACI concrete strength testing technician level 1, quality credentialed inspector (QCI), ACI laboratory testing technician level 1, reinforced concrete special inspector, reinforced masonry special inspector, spray applied fire proofing special inspector, and ATSSA registered flagger.

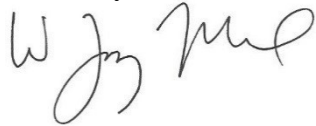


**JP Davis (Level II Inspector)** has more than 10 years working as a construction materials testing technician and inspector for Morell Engineering. JP has a work zone safety certification as well as radiation safety certification. He also has the following certifications: ALDOT roadway technician, ALDOT earthwork technician, ALDOT concrete technician, ALDOT HMA asphalt technician level 1, and ACI concrete field testing technician level 1.

**Lucas Wilbanks (Level II Inspector)** has more than 6 years working as a construction materials testing technician and inspector for Morell Engineering. Lucas has a work zone safety certification as well as radiation safety certification. He is also an ALDOT concrete technician, ACI concrete field testing technician level 1 and an ALDOT HMA asphalt technician level 1.

We greatly appreciate this opportunity. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



W. Taz Morell, PE/PLS  
Morell Engineering, Inc.





**CITY OF MADISON, ALABAMA**  
**MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS**

Subdivision: Madison Branch Phase I

Principal: Enfinger Development, LLC

Bond No: 30027670 Amount: \$601,801.53 LOC  Cash

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 25 day of April, 2024

Amonob Davis  
WITNESS

PRINCIPAL  
By: [Signature]

Its: manager

APPROVED:  
[Signature]  
City Engineer

4/29/2024  
Date

ACCEPTED:  
  
CITY OF MADISON  
  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_  
City Clerk - Treasurer

CITY OF MADISON & MADISON WATER AND WASTEWATER BOARD  
APPLICATION FOR ACCEPTANCE AND DEDICATION OF  
SUBDIVISION IMPROVEMENTS

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Madison Utilities  
101 Ray Sanderson Drive  
Madison, Alabama 35758

Subdivision: Madison Branch Phase I

Plat Book K Page 492 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance programs of the City of Madison and its Water and Wastewater Board. Applicant hereby dedicates the water and sanitary sewer system of said subdivision to the Water and Wastewater Board of the City of Madison, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the City of Madison and its Water and Wastewater Board.

Date: 4/22/2024

Developer: Enfinger Development, LLC

Address: 8624 Memorial Parkway SW

Huntsville, AL 35802

By: 

Its: manager

### ENGINEERING CERTIFICATION

This is to certify that the sanitary sewer and water systems, the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision are complete, are free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison and its Water and Wastewater Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute any express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that representatives of the City of Madison and its Water and Wastewater Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board and the City.

Date: 04-23-2024

Consulting Engineer: Z The Point Incorporated

Address: 8624 Memorial Pkwy SW  
Huntsville, AL 35802

By:  Daniel Feld

Its: OWNER, P.E.



THE CITY OF MADISON &  
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON  
APPLICATION FOR ACCEPTANCE AND DEDICATION OF  
SUBDIVISION IMPROVEMENTS

Subdivision: Madison Branch Phase 1

Plat Book: K Page: 492 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.

  
Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.

  
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 6<sup>th</sup> day of November, 2023, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.

  
Board Chairman

ENGINEERING CERTIFICATION  
FOR THE CITY OF MADISON

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 04.23.2024

Consulting Engineer(s): 2 The Point Incorporated

Address: 8624 Mem Pkwy SW, Huntsville, AL 35802

By:  Daniel Feld - owner, P. E.

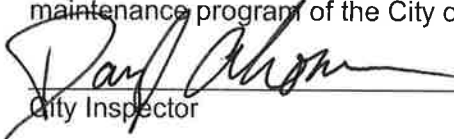
THE CITY OF MADISON &  
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON  
APPLICATION FOR ACCEPTANCE AND DEDICATION OF  
SUBDIVISION IMPROVEMENTS

Subdivision: Madison Branch Phase I


Plat Book: K Page: 492 or Document # \_\_\_\_\_

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.

  
\_\_\_\_\_  
City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.

  
\_\_\_\_\_  
Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 2024-132-R**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Nivens & Associates Appraisals, Inc. for a land appraisal near the proposed Burgreen Road and Hardiman Road Traffic Signal for a land acquisition, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> 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

# *NIVENS & ASSOCIATES APPRAISALS, INC.*

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

April 26, 2024

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

Re: Appraisal Fee Quote for the Burgreen Road &  
Hardiman Road Traffic Signal Project

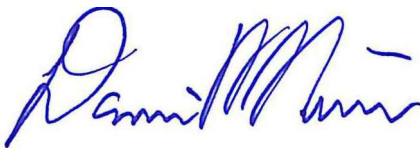
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the properties involved in the Burgreen Road & Hardiman Road Traffic Signal Project. This letter is to advise you that we will be glad to prepare appraisals regarding the two properties listed on the maps and legal descriptions that you provided.

The fee to complete appraisal report on this property listed in your e-mail pursuit to this project will be **\$3,200**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 30 days from the date of engagement by the City of Madison.

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

Sincerely,



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

Darrin K. Nivens, MAI



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

**RESOLUTION NO. 2024-136-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH URETEK USA, INC. FOR REPAIR TO THE SPENCER GREEN ROADWAY**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to negotiate and execute on behalf of the City, a public works repair contract with URETEK USA, Inc., for the repair and renovation of the Spencer Green roadway, similar in intent and purpose to the attached "Proposal for Void-Fill and Stabilization," 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 Shoals Electric Company, Inc., in the amount(s) and manner authorized by the agreement 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 13<sup>th</sup> 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



# ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
ALEXANDER CITY AREA  
POST OFFICE BOX 1179  
ALEXANDER CITY, ALABAMA 35011-1179  
Telephone: (256) 234-4265 Fax: (256) 234-3474



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

March 19, 2024

Mr. George Conner, P.E.  
Deputy Director of Operations and Contractor Relations  
Alabama Department of Transportation  
1409 Coliseum Blvd  
Montgomery, AL 36110

RE: Sole Source – URETEK 486Star Injection Tube Countersinking on AL77 at MP 88.78

Dear Mr. Conner:

I hereby declare to the best of my knowledge that URETEK USA, Inc is the sole provider of injection tube countersinking using the URETEK 486Star polymer in the state of Alabama. URETEK USA, Inc uses its proprietary polymer product, URETEK 486Star, to fill voids, stabilize soils, and lift structures that are supported by soils.


The East Central Region Alexander City Area needs to use the URETEK USA, Inc process and products to lift the subsided bridge approach slab on the south end of the bridge located on AL77 at MP 88.78 (BIN 8398). Due to the need to lift the slab and protect against high-moisture content, the URETEK 486Star product is needed due to its ability to expand and cure quickly as well as provide lasting results. The URETEK 486Star polymer is hydro-insensitive and provides the ability to maintain dimensional stability when the 2 polymer components are mixed, even in moist or conditions. URETEK 486Star also passes ASTM-2842 testing for water absorption of cured polymers.

The Area has had previous permanent repairs to slabs and culverts completed using this same method with positive results in that structures have remained stable and withstood elements such as water intrusion, pumping, and heavy traffic. Some projects completed within the Alexander City Area using the URETEK Method include slab stabilization on US280 at MP 41.9, AL21 at MP 213.6, and I20 at MP 203.3. All of these locations have remained stable for over 10 years. Also, an undermined triple-barrel culvert repair was conducted on AL22 in 2003, and this structure has been free from problems such as water intrusion and pumping since 2003 when the work was conducted.

In addition to the above benefits, the URETEK Method is also minimally invasive as well as quick to completion. The URETEK 486Star polymer material sets rapidly which means that crews and the traveling public are not exposed to a work zone and adverse conditions for as long as compared as to other methods.


No other vendor can provide the URETEK Method and URETEK 486Star products. To the best of our knowledge no other business entity has the legal right to sell, deliver or solicit the sale of this product within the State of Alabama.

Sincerely,

  
Holly O. McCain, P.E.  
Area Maintenance Engineer  
East Central Region – Alexander City Area

OK  
②

Approved:

  
George H. Conner

Deputy Director, Operations  
This approval expires on: 4.1.2025

HOM:hom  
Cc: File – Area Maintenance 2024 Purchases



March 20, 2024

Mr. George Conner  
Deputy Director of Operations and  
Contractor Relations  
Alabama Department of Transportation  
P.O. Box Montgomery, AL 36130-3050

URETEK USA, Inc.  
PO Box 1929  
Tomball TX  
77377-1929

13900 Humble Rd  
Tomball TX  
77375

T: 888-287-3835  
T: 281-351-7800  
F: 281-351-0884

Dear Mr. Connor:

This is to certify that URETEK USA, Inc. (URETEK) holds the exclusive license under U.S. Patent No. 10,465,355 B2 (Injection Tube Countersinking) dated November 5, 2019. URETEK is the sole source provider in the United States and its territories for utilizing the injection tube countersinking process.

URETEK has not and will not train, license, or equip any party outside of URETEK to distribute, resell, or perform the injection countersinking process in the injection of structural polymers to stabilize soils and lift subsided pavements.

Sincerely,

URETEK USA, Inc.

A handwritten signature in cursive script that reads "Robert D. Emfinger".

Robert D. Emfinger

Handwritten initials "OK" with a horizontal line underneath them, and a circled letter "B" to the right.



The URETEK Method™  
Deep Injection™

March 4, 2024

Ms. Michelle Dunson, P.E., CFM  
Deputy City Engineer  
City of Madison  
100 Hughes Road  
Madison, AL 35758

RE: Proposal for Void-fill and Stabilization – Spencer Green – Madison, AL

Ms. Dunson:

URETEK USA, Inc. (URETEK) proposes to fill voids, stabilize soils, and lift the subsided areas of pavement on Spencer Green, utilizing the **URETEK Deep Injection Process**. The repair will be performed utilizing the high-density, hydro-insensitive polyurethane polymer, URETEK 486Star. URETEK will provide all supervision, labor, materials, supplies, insurance, tools, and equipment necessary to complete the repair. Maintenance of traffic is not included in this proposal. A quote for maintenance of traffic can be provided upon your request.

URETEK offers this ground densification process as a permanent repair method to stabilize soil-supported structures. The lightweight nature of the URETEK material when compared to competing cementitious products used for the same purpose, allows for a shallower scope of injections that essentially transfers the loads across weaker layers of soil deeper down without the necessity of injecting full depth to a deeper load-bearing stratum. For this proposal we have assumed the injection elevations indicated in ATTACHMENT #1.

Since it is not possible to accurately verify the size and extent of all possible voids and soil conditions in the project area, all work will be performed and invoiced under the unit-price method. However, based on my observations of the project areas and information provided, I would estimate the cost to fill voids, stabilize the soils, and lift the subsided pavement, if required, to be \$88,500.00, plus mobilization of \$2,000.00. This estimated cost is based upon 14,160 pounds of URETEK 486Star being required to complete the repair. If less than the estimated pounds of URETEK 486Star is required to complete the repair you will only be invoiced for the amount of material actually injected at \$6.25 per pound. Due to unknown conditions, should any additional URETEK 486Star be required to complete this repair, it would be invoiced at \$6.25 per pound. We will not inject any material above the total estimated pounds without your prior approval.



URETEK USA, Inc.  
482 Hannah Road  
Newnan, GA 30263

(404) 310-2508  
Fax (630) 839-0761  
www.uretekusa.com

URETEK developed the URETEK Deep-Injection process for filling voids, stabilizing and increasing the load-bearing capacity of soils under asphalt and concrete pavements utilizing expanding polyurethane polymers. We have been providing these services to Departments of Transportation for the past thirty-six years.

All work under this proposal shall be performed under and subject to the attached Specifications (EXHIBIT I) and the attached Terms and Conditions (EXHIBIT II). Any

## Controlling Concrete Lifting & Soil Stabilization



Ms. Michelle Dunson, P.E., CFM  
April 12, 2024  
Page Two

Contract or Purchase Order covering work performed from this proposal shall include and reference this proposal, including said Specifications and Terms and Conditions.

The contract, purchase order, or change orders should be made to:

URETEK USA, Inc.  
P.O. Box 1929  
Tomball, TX 77377-1929

ATTN: Robert D. Emfinger

Email: [remfinger@uretekusa.com](mailto:remfinger@uretekusa.com)  
Phone: 404-310-2508  
FAX: 630-839-0761

We look forward to working with you on this project. If you have any questions or need any additional information, please contact me.

Sincerely,



Robert D. Emfinger

Attachments (4)

**EXHIBIT I**

**PAVEMENT STRUCTURE AND FOUNDATION SOILS STABILIZATION, AND LIFTING WHERE NECESSARY, UTILIZING A TWO-PART 1:1 BY VOLUME, WATER RESISTANT, HIGH DENSITY POLYURETHANE (HDPF)**

**DESCRIPTION:**

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, and structures such as bridge approaches with sleeper slabs, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer or as determined from the results of Penetrometer tests, while monitoring for movement at the surface. If required, injection of material shall continue as needed to lift the pavement to grade.

**MATERIAL:**

1. The material for stabilizing, raising, filling voids, and undersealing pavements shall be a water blown, closed cell, high-density polyurethane system with the following physical characteristics and properties:

<b>Technical Property</b>	<b>Requirement</b>
Density, min., per ASTM D1622 (air rise)	4.0 lbs / ft <sup>3</sup>
Compressive strength, min., per ASTM D 1621	60 psi
Density, max., per ASTM D1622 (air rise)	4.2 lbs / ft <sup>3</sup>
Curing Rate	90 percent of compressive strength within 15 minutes after injection

2. Non-shrink grout to patch drill holes. Supplied by an approved manufacturer and used within the shelf life and temperature limitation set by the manufacturer.

**EQUIPMENT:**

The contractor shall provide at a minimum, the following equipment:

Pumping Units. Truck-mounted pumping unit(s) capable of injecting the high density polyurethane material beneath the pavement. The pumping unit shall be capable of controlling the rate of flow of material as required to lift the pavement and prevent pavement blowouts. The unit shall be equipped with certified flow meters for each chemical component to measure the amount of each chemical injected at each location and for quality control to check the mix ratio. The certified flow meters shall have a digital output in both pounds and gallons.

1. Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
2. Pneumatic or electric drills capable of efficiently drilling 5/8" diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
3. Laser levels or dial indicator devices to monitor movement at the surface of the pavement and to lift to proper grade as needed.
4. A portable dynamic cone penetrometer for on-site soils investigation.
5. All necessary light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

### **CONSTRUCTION REQUIREMENTS:**

The contractor shall perform the following and obtain approval from the client prior to injection of any polymer:

1. The contractor shall provide a pavement profile from laser level measurements of each area including proposed target elevations to correct the settlement of the pavement.
2. When requested by the client, contractor shall perform a DCP test. The DCP will be used by the client to determine whether or not the process of undersealing / slab lifting will provide a long-term solution.
3. Using the certified flow meters, a quality check shall be performed on the ratio of the two-part chemical system. The part A (Resin) to the part B (ISO) ratio by volume should be 1:1. Prior to performing the work each day, the contractor shall reset the flow meters on the pumping units to zero. The contractor shall perform a test shot of material from 1 injection gun at a time with a minimum of 0.5 gallons of each material, comparing the digital output in gallons of resin to the gallons of ISO to determine the injected ratio. If the ratio is less than 0.95 or greater than 1.05, the system is to be checked for problems, adjusted, and the ratio rechecked until a proper ratio is assured. Contractor shall repeat the quality check for all the injection guns to be used on the project. The Contractor shall submit with other bid documents the most recent calibration documents for the flow meters.
4. Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the contractor during injection to determine proper material usage to lift the concrete to within +/- one-eighth inch of the target elevation.

## **Controlling Concrete Lifting & Soil Stabilization**

5. The contractor will be responsible for any pavement blowouts, excessive pavement lifting or pavement damage that may occur as a result of the contractor's work. The contractor shall repair any subject areas to the satisfaction of the engineer at the contractor's expense.

**BASIS OF PAYMENT:**

The accepted quantities of polyurethane material as displayed by the certified flow meters will be paid for at the contract unit price.

**EXPERIENCE:**

The Contractor, as well as, the project supervisor proposed for the project must have a minimum of five (5) years' experience injecting expansive polymers beneath concrete pavement. As part of the bid submittal, Contractor must submit evidence of prior experience such as prior specifications and bid documents as well as client references to demonstrate the minimum three-years' experience.

**SAFETY:**

The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process, demonstrating capability of safely conducting the work.

**WARRANTY:**

A two-year unconditional warranty against settlement of more than 1/4" of the pavement. If settlement of more than 1/4" in the injected areas occurs, Contractor shall return to inject the affected area to lift to proper grade at no additional charge to the owner. One exception to warranty – if the DCP tests reveal deeper problems and the owner does not authorize payment to address these issues, warranty will not be valid.

**EXHIBIT II****TERMS AND CONDITIONS**

The Customer understands that the URETEK processes involve drilling 3/4" holes through the pavement, installation of injection tubes, and the injection of URETEK synthetic resins, which expand to fill voids and realign structures and pavement.

URETEK carries workman's compensation and limited general liability insurance.

URETEK will not be responsible for or repair damage to utilities, including but not limited to, electrical or telephone cabling, drain, fire sprinkler, sewer and/or water lines. URETEK will not be held liable for any damage to other parts of the structure or finish work within the work area, which may result from void filling or structure realignment and will not repair such damage.

Area of work will be left free from trash and debris related to the work of URETEK crews.

URETEK makes no representations and will not be responsible for any damage to the repair area caused by ground subsidence or settlement of native soils, subsoil conditions, structural problems, dynamic or static loads much higher than the design loads at the time of the URETEK intervention, damages caused by excavations, product tampering, natural catastrophes (storms, floods, drought, tides, earthquakes, explosions, fire, etc.).

URETEK warrants that the materials injected will not shrink or deteriorate for a period of ten (10) years from the date of injection. During the warranty period, URETEK will replace, by re-injection, any material that fails to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied.

Where bonding is required, the Warranty in the Contract will be as follows:

URETEK warrants to the Owner that: (1) materials and labor under this Contract are guaranteed for a period of one year from the date of final acceptance; (2) materials furnished under this Contract will be new and of good quality; (3) the Work will be free from defects not inherent in the quality required.

This proposal is subject to State and local sales and use taxes, as applicable, unless client provides acceptable exemption certification.

Customer will provide –

- Adequate access to the work sites.
- Any necessary authorizations or permits.
- Traffic control lane closures during the work shifts.
- Customer or representative on site during the time work is taking place.

**This proposal is valid for 60 days from the date of this proposal.**



www.uretekusa.com

Client: CITY OF MADISON

Location: SPENCER GREEN

MADISON, AL

By: P. EMFINGER Date: 4/12/24

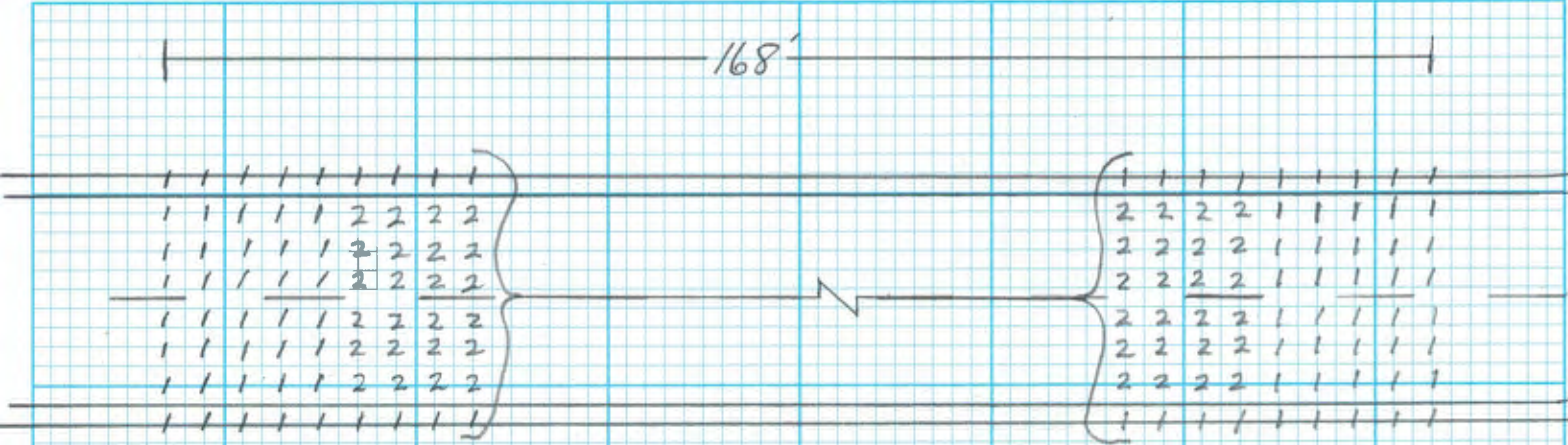
Title: STABILIZE

"NOT TO SCALE  
Scale



Notes: ATTACHMEN

34.730698 / -86.751267



URETEK DEEP INJECTION -

1 INJECTIONS @ -4'

2 INJECTIONS @ -4' & -8'

City of Madison  
Madison, AL  
Spencer Green

34.730698 / -86.751267  
Madison County


Cost Estimate

Description	Number of Injections	Estimated Lbs. Per Injection	Estimated URETEK 486 (Lbs.)
<b><u>URETEK Deep Injection -</u></b>			
URETEK Soil Stabilization @ -4'	336	25	8,400
URETEK Soil Stabilization @ -8'	192	30	5,760
Estimated URETEK 486 - Soil Stabilization @ Cost Per Pound			14,160
			\$ 6.25
			<u>\$ 88,500.00</u>
 <b>URETEK - Undersealing and Slab Lifting</b>			
Estimated URETEK 486 @ Cost Per Pound			-
			\$ 6.25
			<u>\$ -</u>
 <b>Total Estimated Cost</b>			 <b><u>\$ 88,500.00</u></b>

# Spencer Green - Madison, AL

Madison County

## Legend

 34.730698 / -86.751267



Google Earth

Image Landsat / Copernicus



100 ft



# Spencer Green - Madison, AL

Madison County

## Legend

 34.730698 / -86.751267



Google Earth



**RESOLUTION NO. 2024-138-R**

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY  
FOR THE BROWNSFERRY ROAD & BURGREN ROAD ROUNDABOUT PROJECT**

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain rights-of-way and utility and drainage easements (herein the "Tracts") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Tribble Spring, LLC, as described herein and attached Exhibit A, B and C.
2. **Exhibit A: Warranty Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of constructing the proposed Browns Ferry Road and Burgreen Road Roundabout (herein "the Project"). The Tract is further described as follows:

A section of Right-of-Way being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114; thence S 72°52' 28" W a distance of 253.72 feet to a point said point being the Point of Beginning (said point offset 37.35' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00); thence S 47°09'04" W a distance of 101.33 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+90.00); thence S 01°30'19" Ea distance of 205.00 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road at approximate station 51+85.00); thence S 27°03'51" W a distance of 96.78 feet to a point (said point offset 38.72' RT and perpendicular to the centerline of Burgreen Road station 51+00.00); thence N 01°21'20" W a distance of 360.40 feet to a point (said point

offset 36.92' RT and perpendicular to the centerline of Burgreen Road station 75+78.53); thence S 89°52'15" Ea distance of 121.47 feet to the Point of Beginning, containing 0.39 acres, more or less.

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

A section of Permanent Utility Easement being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114; thence S 53°57' 05" W a distance of 370.80 feet to a point said point being the Point of Beginning (said point offset 100' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+15.00); thence S 01°30'19" Ea distance of 10.00 feet to a point (said point offset 100' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+05.00); thence S 88°29'41" W a distance of 15.00 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+05.00); thence N 01°30'19" W a distance of 10.00 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road station 53+15.00); thence N 88°29'41" Ea distance of 15.00 feet to the Point of Beginning, containing 0.003 acres, more or less.

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

A section of Permanent Utility Easement being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114; thence S 45°53' 51" W a distance of 107.88 feet to a point said point being the Point of Beginning (said point offset 37.92' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 78+65.00); thence S 39°32'19" W a distance of 15.69 feet to a point (said point offset 50' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 78+55.00); thence S 89°55'47" W a distance of 155.00 feet to a point (said point offset 50' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00); thence N 00°04'13" W a distance of 12.65 feet to a point (said point offset 37.35' RT and perpendicular to the centerline of Huntsville Browns Ferry Road station 77+00.00); thence S 89°52'20" Ea distance of 165.00 feet to the Point of Beginning, containing 0.05 acres, more or less.

5. That obtaining the foregoing Tracts and Easements are necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
6. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts and Easements by voluntary conveyance and offer Tribble Spring, LLC a total of **one hundred and eight thousand six hundred forty-seven dollars (\$108,647.00)** to compensate owner for the conveyances enumerated in Exhibit A, B and C.
7. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion

of the City Council of the City of Madison that the offer to the owner represents such just compensation.

- 8. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A, B and C.
- 9. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> day of May 2024.

---

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

**ATTEST:**

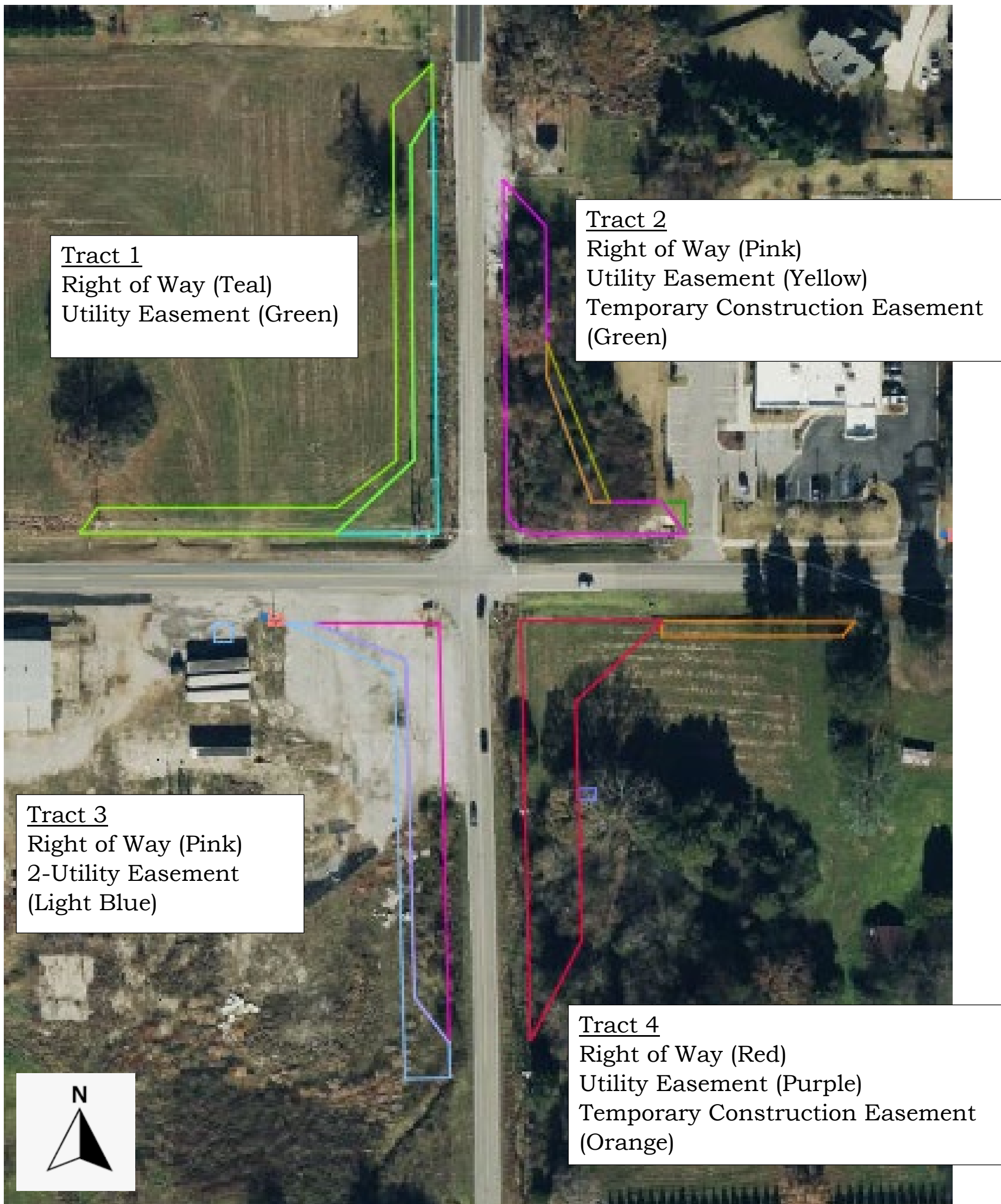
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Lisa D. Thomas, City Clerk-Treasurer  
 City of Madison, Alabama

**APPROVED** this \_\_\_ day of May 2024.

---

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

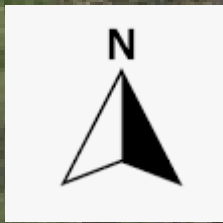


Tract 1  
Right of Way (Teal)  
Utility Easement (Green)

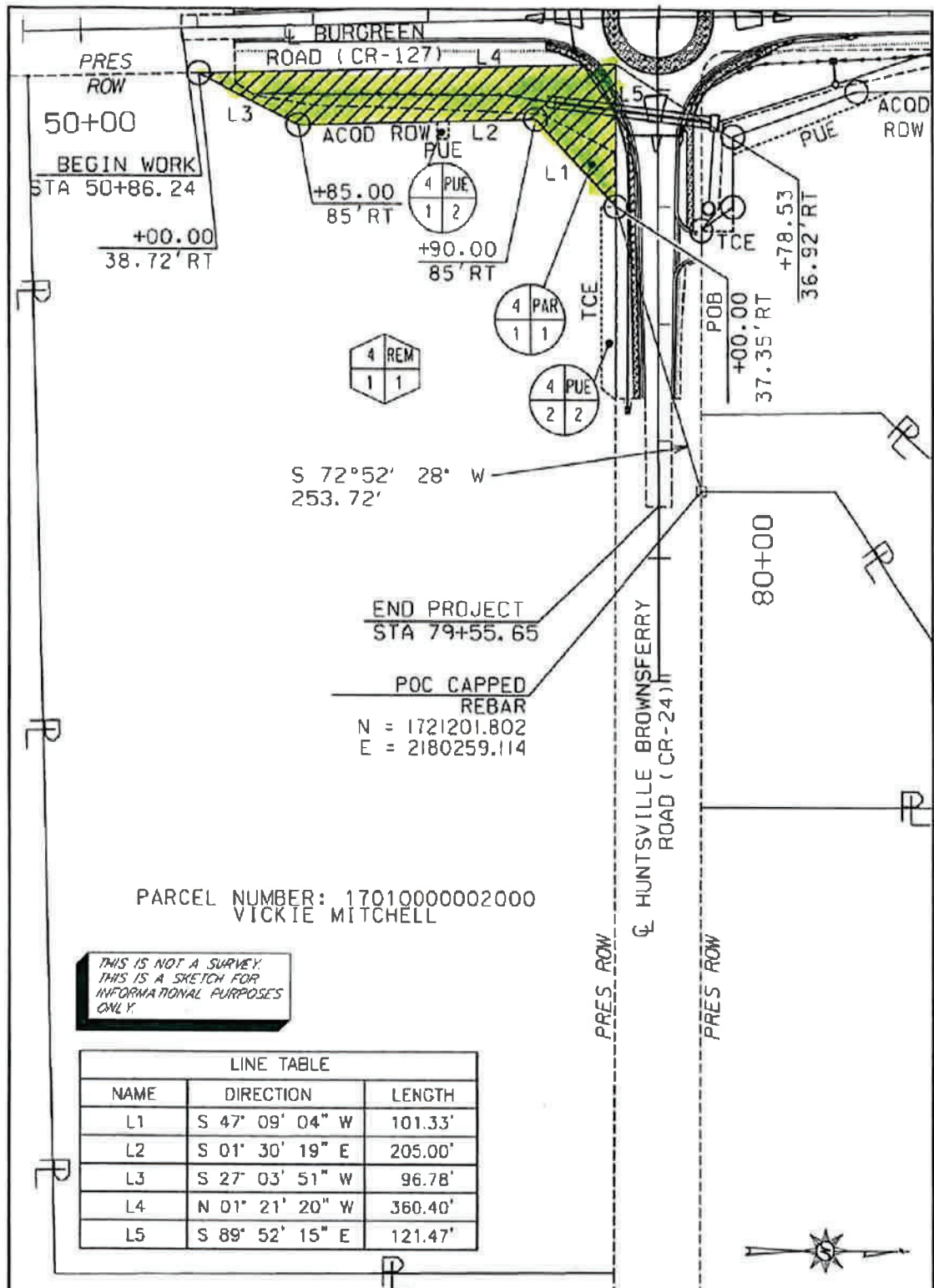
Tract 2  
Right of Way (Pink)  
Utility Easement (Yellow)  
Temporary Construction Easement (Green)

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

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



22-036  
Huntsville Browns Ferry  
&  
Burgreen Road Roundabout



PARCEL NUMBER: 17010000002000  
VICKIE MITCHELL

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

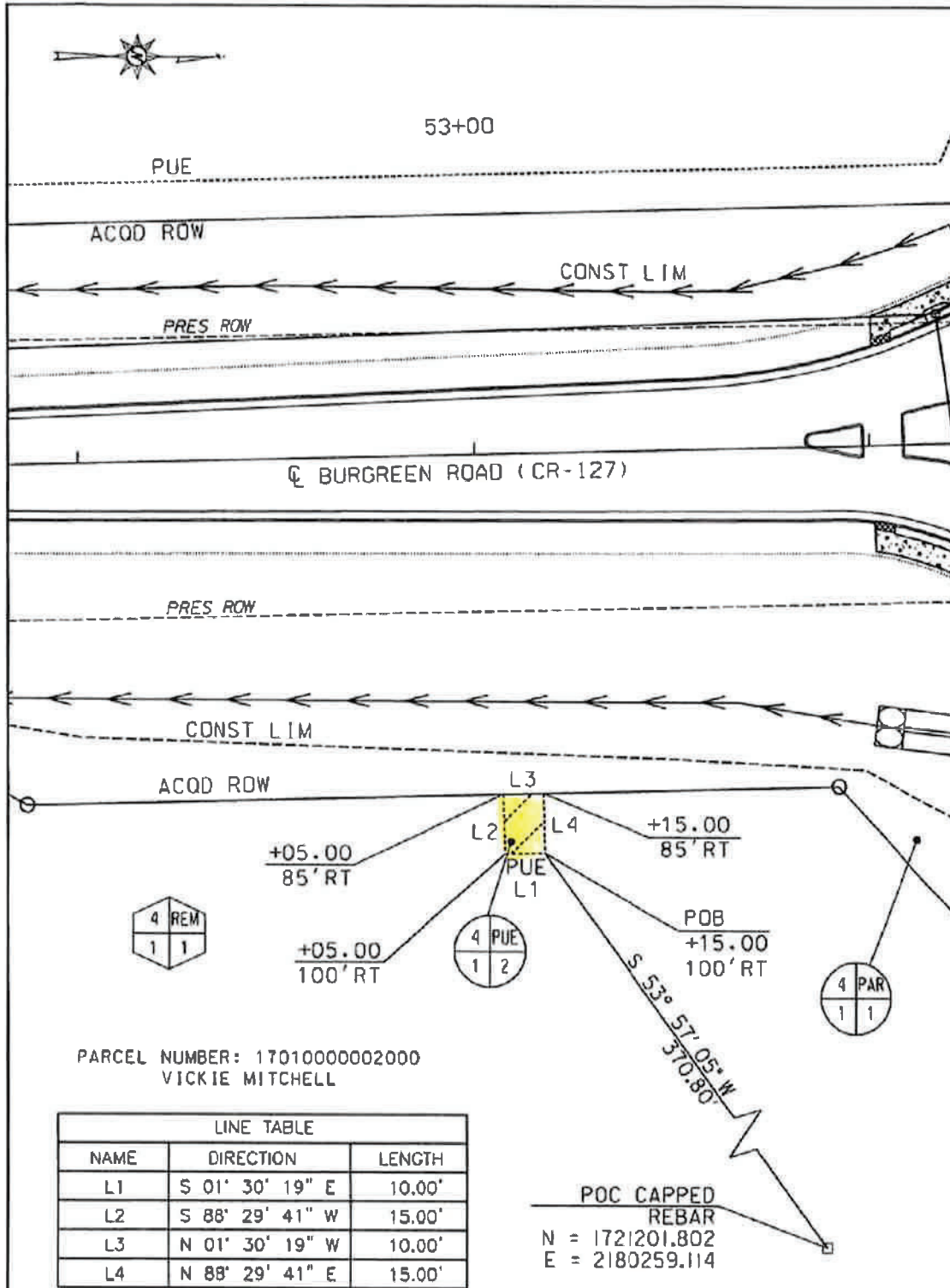
LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 47° 09' 04" W	101.33'
L2	S 01° 30' 19" E	205.00'
L3	S 27° 03' 51" W	96.78'
L4	N 01° 21' 20" W	360.40'
L5	S 89° 52' 15" E	121.47'



CITY OF MADISON

\*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 11.59 AC±
TRACT NUMBER: 4	P.U.E. REQUIRED: 0.05 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.39 AC±
OWNER: VICKIE MITCHELL	REMAINING ACRES: 11.15 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 1 OF 3	REVISED:



PARCEL NUMBER: 17010000002000  
VICKIE MITCHELL

LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 01' 30' 19" E	10.00'
L2	S 88' 29' 41" W	15.00'
L3	N 01' 30' 19" W	10.00'
L4	N 88' 29' 41" E	15.00'

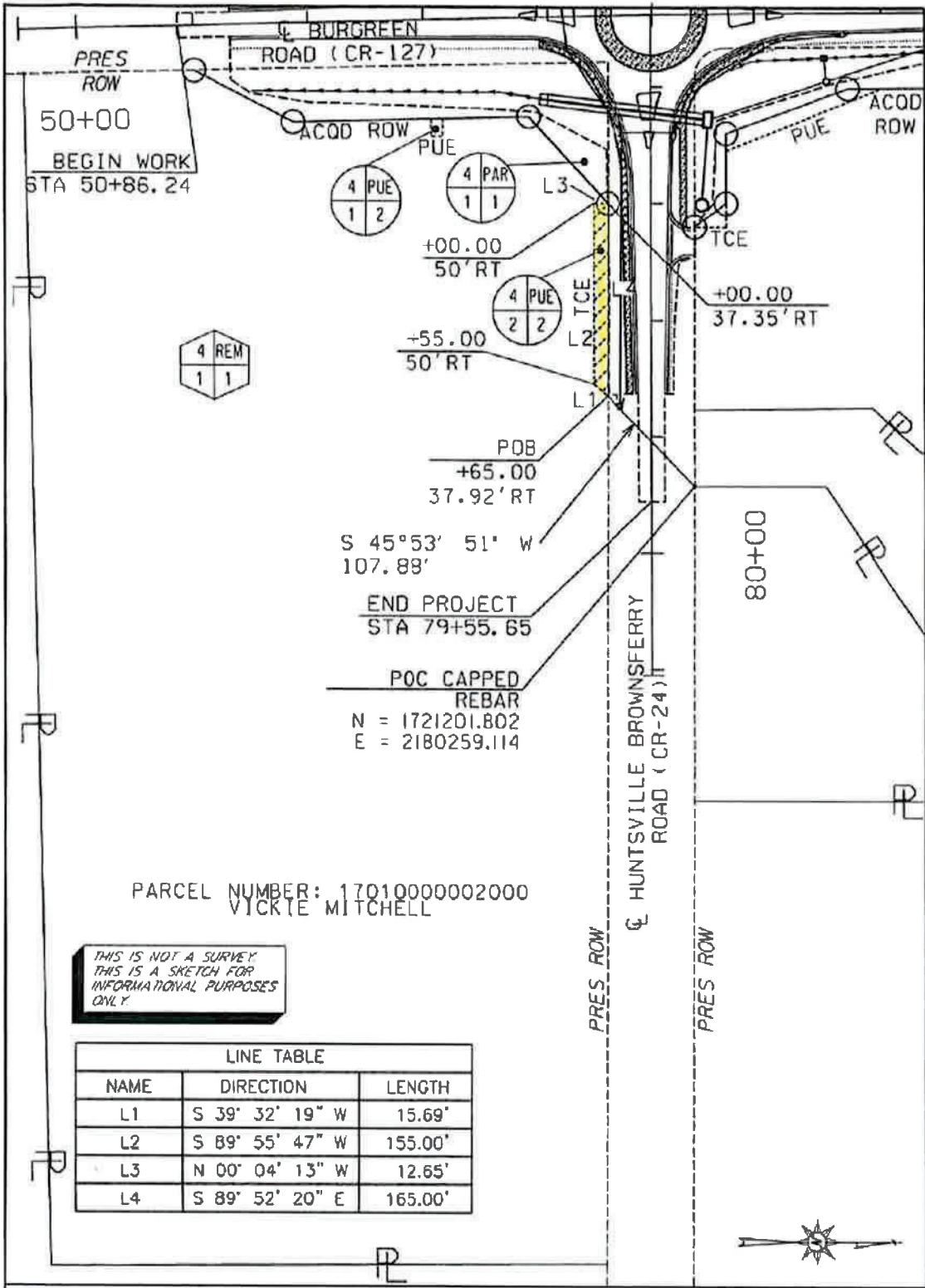
POC CAPPED  
REBAR  
N = 1721201.802  
E = 2180259.114

CITY OF MADISON

\*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 11.59 AC±
TRACT NUMBER: 4	P.U.E. REQUIRED: 0.05 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.39 AC±
OWNER: VICKIE MITCHELL	REMAINING ACRES: 11.15 AC±
SCALE: 1" = 30'	DATE: 01-22-2024
SHEET 2 OF 3	REVISED:





PARCEL NUMBER: 17010000002000  
VICKIE MITCHELL

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

LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 39° 32' 19" W	15.69'
L2	S 89° 55' 47" W	155.00'
L3	N 00° 04' 13" W	12.65'
L4	S 89° 52' 20" E	165.00'

CITY OF MADISON

\*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	*ORIGINAL ACREAGE: 11.59 AC±
TRACT NUMBER: 4	P.U.E. REQUIRED: 0.05 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.39 AC±
OWNER: VICKIE MITCHELL	REMAINING ACRES: 11.15 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 3 OF 3	REVISED:

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

STATE OF ALABAMA )

PERMANENT ROADWAY RIGHT OF WAY

COUNTY OF LIMESTONE )

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 4**

KNOW ALL MEN BY THESE PRESENTS: That Tribble Spring, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent roadway right of way easement through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

A section of Right-Of-Way being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

**EXHIBIT A**

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114;

thence S 72°52' 28" W a distance of 253.72 feet to a point said point being the Point of Beginning (said point offset 37.35' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence S 47°09'04" W a distance of 101.33 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+90.00);

thence S 01°30'19" E a distance of 205.00 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road at approximate station 51+85.00);

thence S 27°03'51" W a distance of 96.78 feet to a point (said point offset 38.72' RT and perpendicular to the centerline of Burgreen Road station 51+00.00);

thence N 01°21'20" W a distance of 360.40 feet to a point (said point offset 36.92' RT and perpendicular to the centerline of Burgreen Road station 75+78.53);

thence S 89°52'15" E a distance of 121.47 feet to the Point of Beginning, containing 0.39 acres, more or less.

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

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

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

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

**ACKNOWLEDGE**

STATE OF ALABAMA        )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of Tribble Spring, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:

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

STATE OF ALABAMA )

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE )

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 4**

KNOW ALL MEN BY THESE PRESENTS: That Tribble Spring, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility easement through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

**EXHIBIT B**

A section of Permanent Utility Easement being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114;

thence S 53°57' 05" W a distance of 370.80 feet to a point said point being the Point of Beginning (said point offset 100' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+15.00);

thence S 01°30'19" E a distance of 10.00 feet to a point (said point offset 100' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+05.00);

thence S 88°29'41" W a distance of 15.00 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road at approximate station 53+05.00);

thence N 01°30'19" W a distance of 10.00 feet to a point (said point offset 85' RT and perpendicular to the centerline of Burgreen Road station 53+15.00);

thence N 88°29'41" E a distance of 15.00 feet to the Point of Beginning, containing 0.003 acres, more or less.

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

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

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

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

**ACKNOWLEDGE**

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of Tribble Spring, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:

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

STATE OF ALABAMA )

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE )

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 4**

KNOW ALL MEN BY THESE PRESENTS: That Tribble Springs, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility easement through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison



**EXHIBIT C**

A section of Permanent Utility Easement being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114;

thence S 45°53' 51" W a distance of 107.88 feet to a point said point being the Point of Beginning (said point offset 37.92' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 78+65.00);

thence S 39°32'19" W a distance of 15.69 feet to a point (said point offset 50' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 78+55.00);

thence S 89°55'47" W a distance of 155.00 feet to a point (said point offset 50' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence N 00°04'13" W a distance of 12.65 feet to a point (said point offset 37.35' RT and perpendicular to the centerline of Huntsville Browns Ferry Road station 77+00.00);

thence S 89°52'20" E a distance of 165.00 feet to the Point of Beginning, containing 0.05 acres, more or less.

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

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

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

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

**ACKNOWLEDGE**

STATE OF ALABAMA        )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of Tribble Spring, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:

**RESOLUTION NO. 2024-139-R**

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY  
FOR THE BROWNSFERRY ROAD & BURGREN ROAD ROUNDABOUT PROJECT**

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain rights-of-way and utility and drainage easements (herein the "Tracts") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by P-R Burgreen, LLC, as described herein and attached Exhibit A, B and C.
2. **Exhibit A: Warranty Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of constructing the proposed Browns Ferry Road and Burgreen Road Roundabout (herein "the Project"). The Tract is further described as follows:

A section of Right-Of-Way being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770; thence S 76°01' 33" E a distance of 82.75 feet to a point said point being the Point of Beginning (said point offset 53.96' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+37.90); thence S 89°59'00" E a distance of 70.42 feet to a point (said point offset 54.08' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 75+08.32); thence S 01°21'20" E a distance of 345.57 feet to a point (said point offset 31.28' LT and perpendicular to the centerline of Burgreen Road at approximate station 51+00.00); thence N 37°10'44" W a distance of 49.24 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 51+40.00); thence N 01°30'19" W a distance of 290.00 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 54+30.00); thence N 68°20'36" W a distance of 44.35 feet to the Point of Beginning, containing 0.23 acres, more or less.

3. **EXHIBIT B: Utility and Drainage Easement Deed** depicts the necessary easements the City is required to obtain for such utilities and drainage needs

(herein "the Project"). The Utility and Drainage Easement is further described as follows:

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770; thence S 68°47' 50" E a distance of 55.26 feet to a point said point being the Point of Beginning (said point offset 53.90' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+09.05); thence S 89°57'16" E a distance of 28.85 feet to a point (said point offset 53.96' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+37.90); thence S 68°20'36" E a distance of 44.35 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road at approximate station 54+30.00); thence S 01°30'19" E a distance of 290.00 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 51+40.00); thence S 37°10'44" E a distance of 49.24 feet to a point (said point offset 31.28' LT and perpendicular to the centerline of Burgreen Road station 51+00.00); thence S 01°21'20" E a distance of 30.00 feet to a point (said point offset 31.36' LT and perpendicular to the centerline of Burgreen Road station 50+70.00); thence S 88°29'41" W a distance of 38.64 feet to a point (said point offset 70' LT and perpendicular to the centerline of Burgreen Road station 50+70.00); thence N 01°30'19" W a distance of 350.00 feet to a point (said point offset 70' LT and perpendicular to the centerline of Burgreen Road station 54+20.00); thence N 66°10'06" W a distance of 65.95 feet to the Point of Beginning, containing 0.13 acres, more or less.

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

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770; thence S 54°06' 28" W a distance of 33.99 feet to a point said point being the Point of Beginning (said point offset 53.73' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 00°04'39" E a distance of 1.27 feet to a point (said point offset 55' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 89°55'21" W a distance of 15.00 feet to a point (said point offset 55' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+15.00); thence N 00°04'39" W a distance of 1.30 feet to a point (said point offset 53.70' RT and perpendicular to the

centerline of Huntsville Brownsferry Road station 73+15.00); thence S 89°57'22" E a distance of 15.00 feet to the Point of Beginning, containing 0.000 acres, more or less.

- 5. That obtaining the foregoing Tracts and Easements are necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
- 6. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts and Easements by voluntary conveyance and offer P-R Burgreen, LLC a total of **seventy-seven thousand dollars and seven hundred twenty dollars (\$77,720.00)** to compensate owner for the conveyances enumerated in Exhibit A, B and C.
- 7. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the owner represents such just compensation.
- 8. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A, B and C.
- 9. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> day of May 2024.

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

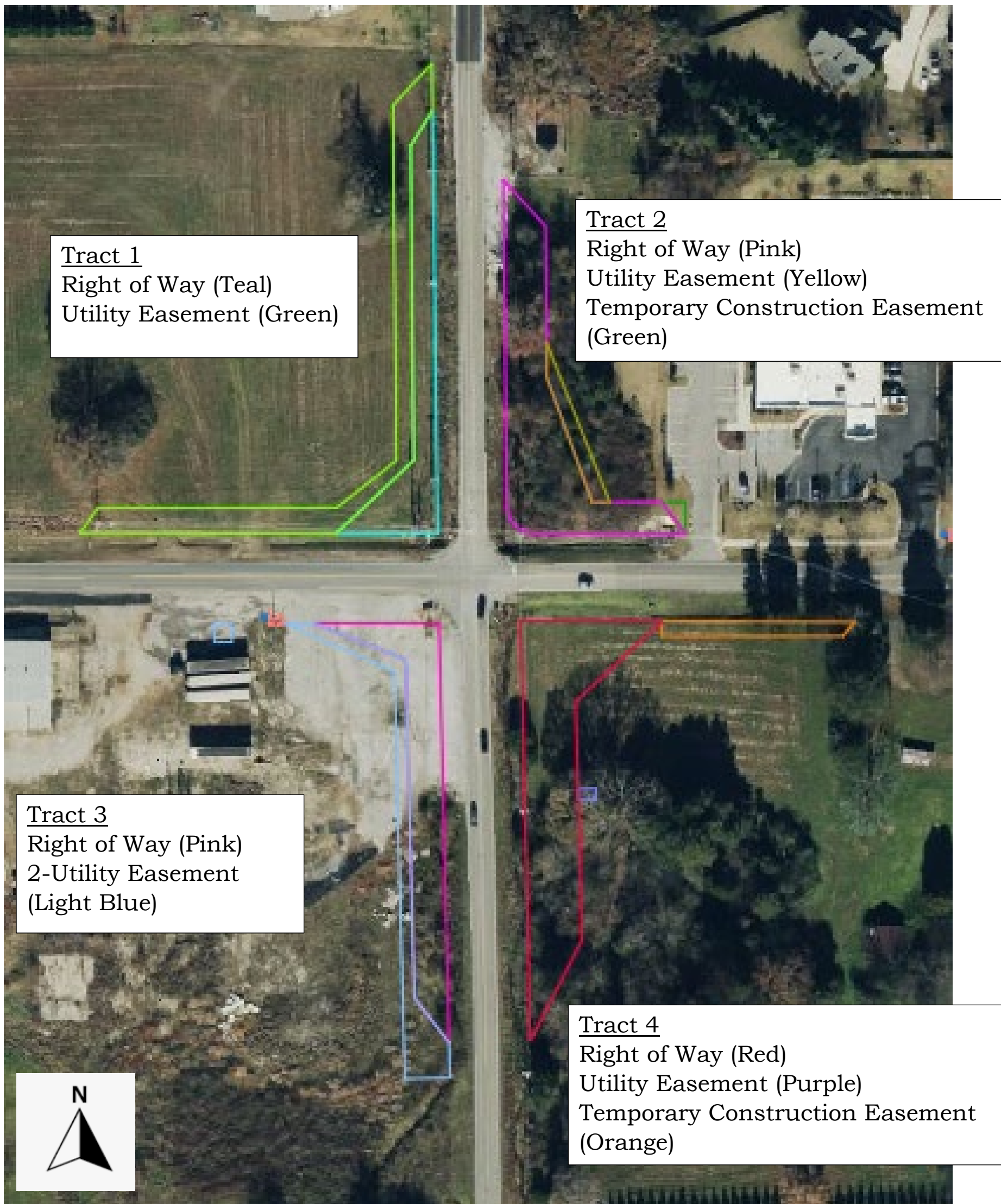
**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of May 2024.

---

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

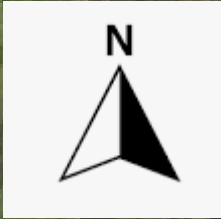


Tract 1  
Right of Way (Teal)  
Utility Easement (Green)

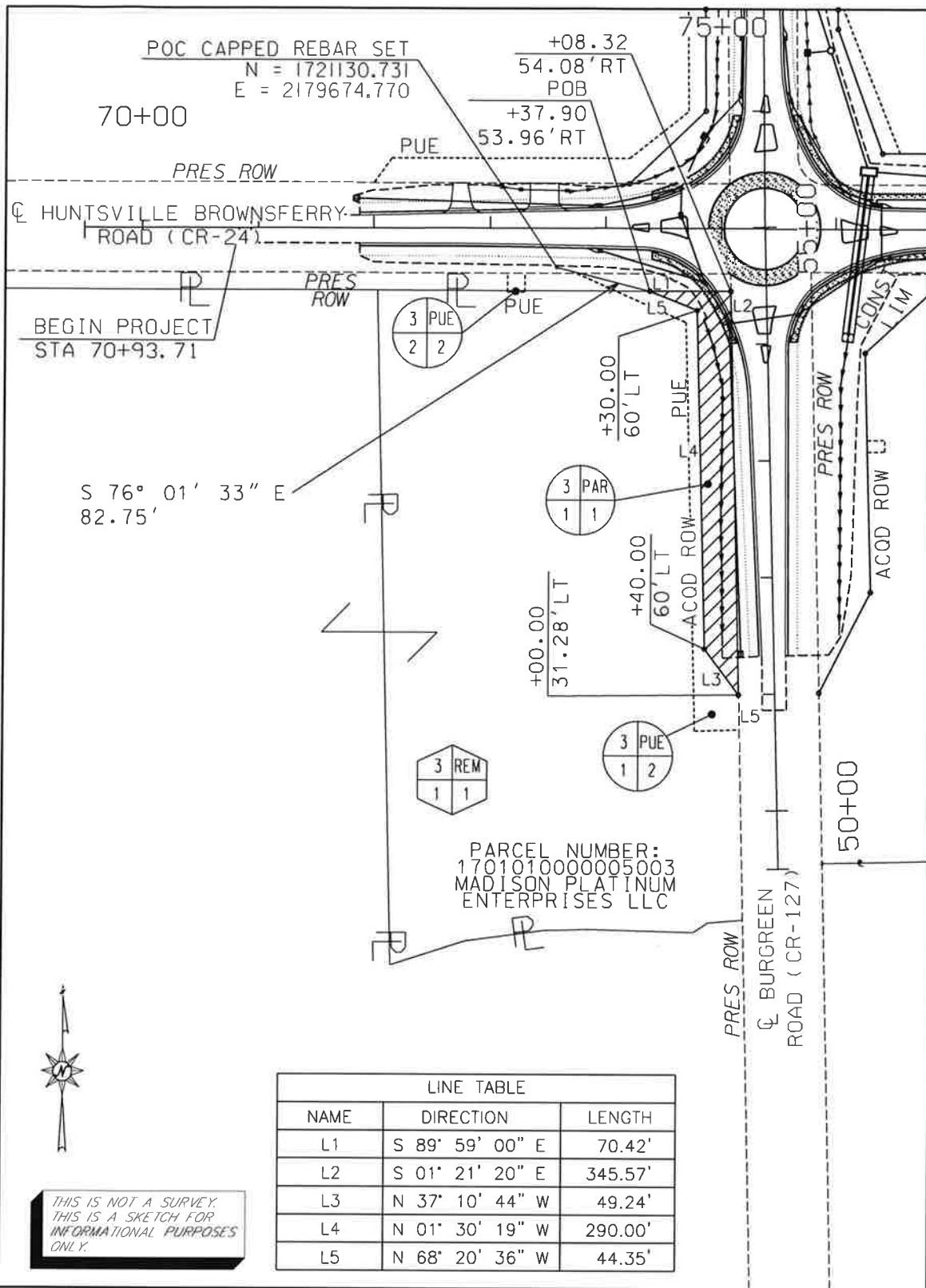
Tract 2  
Right of Way (Pink)  
Utility Easement (Yellow)  
Temporary Construction Easement (Green)

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

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



22-036  
Huntsville Browns Ferry  
&  
Burgreen Road Roundabout

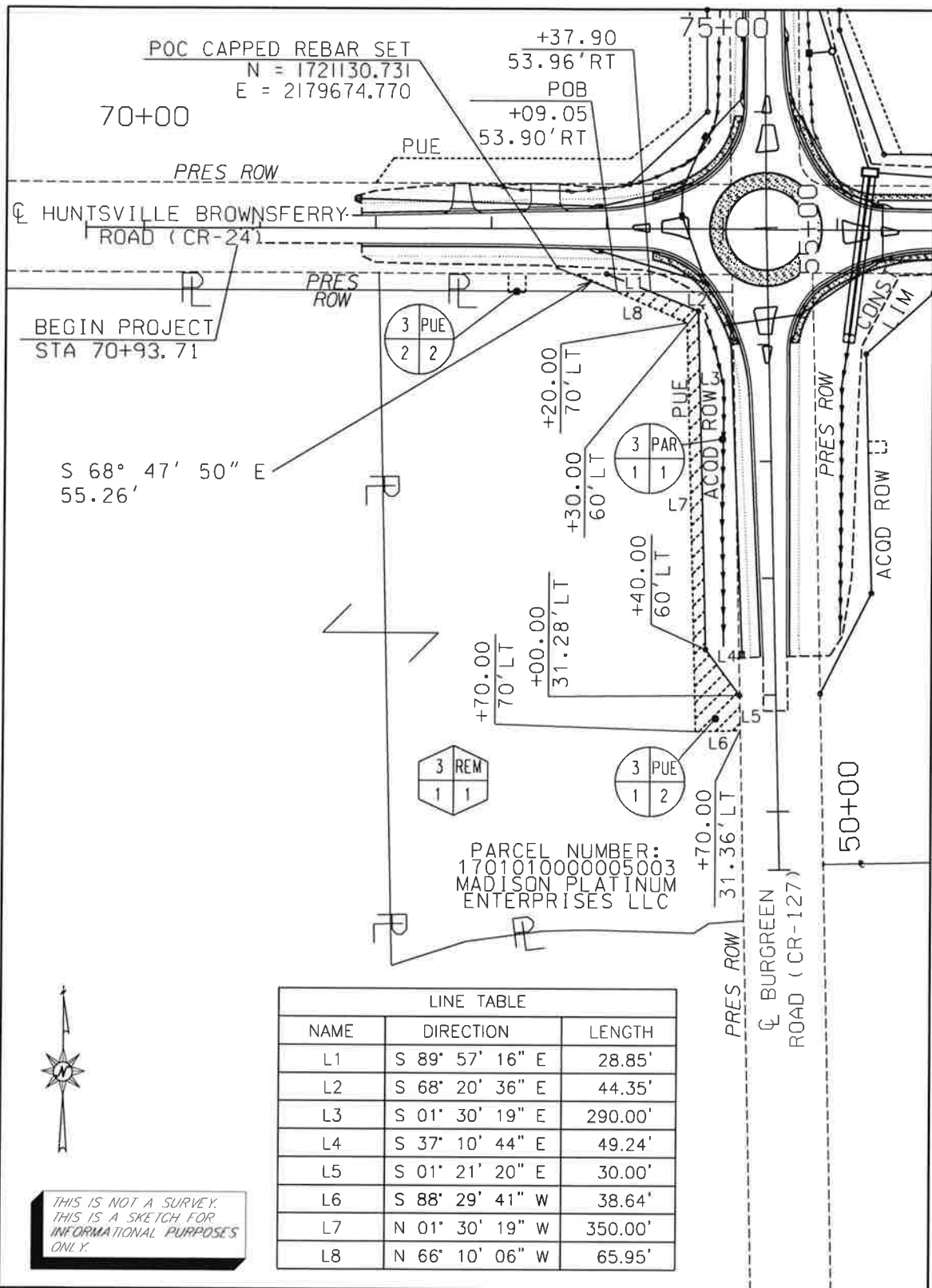


THIS IS NOT A SURVEY.  
THIS IS A SKETCH FOR  
INFORMATIONAL PURPOSES  
ONLY.

LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 89° 59' 00" E	70.42'
L2	S 01° 21' 20" E	345.57'
L3	N 37° 10' 44" W	49.24'
L4	N 01° 30' 19" W	290.00'
L5	N 68° 20' 36" W	44.35'

CITY OF MADISON	
*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS	
PROJECT NO: 22-036	* ORIGINAL ACREAGE: 3.86 AC±
TRACT NUMBER: 3	P.U.E. REQUIRED: 0.13 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.23 AC±
OWNER: MADISON PLATINUM ENTERPRISES LLC	REMAINING ACRES: 3.50 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 1 OF 3	REVISED: 04-22-2024





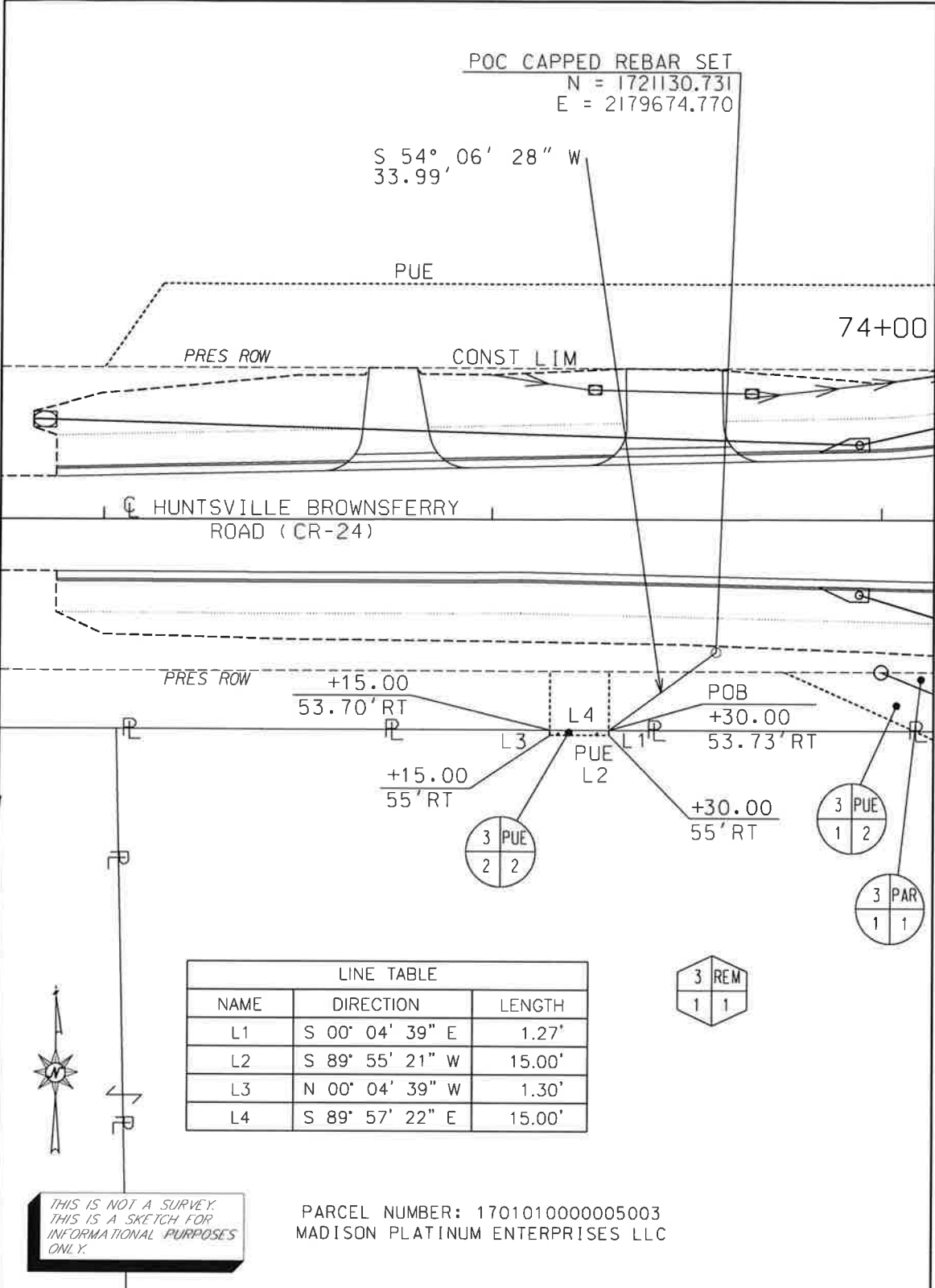
S 68° 47' 50" E  
55.26'

PARCEL NUMBER:  
1701010000005003  
MADISON PLATINUM  
ENTERPRISES LLC

LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 89° 57' 16" E	28.85'
L2	S 68° 20' 36" E	44.35'
L3	S 01° 30' 19" E	290.00'
L4	S 37° 10' 44" E	49.24'
L5	S 01° 21' 20" E	30.00'
L6	S 88° 29' 41" W	38.64'
L7	N 01° 30' 19" W	350.00'
L8	N 66° 10' 06" W	65.95'

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

CITY OF MADISON	
<i>*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS</i>	
PROJECT NO: 22-036	* ORIGINAL ACREAGE: 3.86 AC±
TRACT NUMBER: 3	P.U.E. REQUIRED: 0.13 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.23 AC±
OWNER: MADISON PLATINUM ENTERPRISES LLC	REMAINING ACRES: 3.50 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 2 OF 3	REVISED: 04-22-2024



<b>CITY OF MADISON</b>	
<i>*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS</i>	
PROJECT NO: 22-036	* ORIGINAL ACREAGE: 3.86 AC±
TRACT NUMBER: 3	P.U.E. REQUIRED: 0.13 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.23 AC±
OWNER: MADISON PLATINUM ENTERPRISES LLC	REMAINING ACRES: 3.59 AC±
SCALE: 1" = 30'	DATE: 01-22-2024
SHEET 3 OF 3	REVISED: 04-22-2024



Exhibit A

thence S 76°01' 33" E a distance of 82.75 feet to a point said point being the Point of Beginning (said point offset 53.96' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+37.90);

thence S 89°59'00" E a distance of 70.42 feet to a point (said point offset 54.08' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 75+08.32);

thence S 01°21'20" E a distance of 345.57 feet to a point (said point offset 31.28' LT and perpendicular to the centerline of Burgreen Road at approximate station 51+00.00);

thence N 37°10'44" W a distance of 49.24 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 51+40.00);

thence N 01°30'19" W a distance of 290.00 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 54+30.00);

thence N 68°20'36" W a distance of 44.35 feet to the Point of Beginning, containing 0.23 acres, more or less.

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

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

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

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

Exhibit A

**ACKNOWLEDGE**

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of P-R Burgreen, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:

Exhibit B

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

**STATE OF ALABAMA     )**

**:                                   PERMANENT UTILITY EASEMENT**

**COUNTY OF MADISON    )**

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 3**

**KNOW ALL MEN BY THESE PRESENTS:** That P-R Burgreen, LLC (Hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility easement through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Madison County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows :

City of Madison

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

## Exhibit B

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 68°47' 50" E a distance of 55.26 feet to a point said point being the Point of Beginning (said point offset 53.90' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+09.05);

thence S 89°57'16" E a distance of 28.85 feet to a point (said point offset 53.96' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+37.90);

thence S 68°20'36" E a distance of 44.35 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road at approximate station 54+30.00);

thence S 01°30'19" E a distance of 290.00 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 51+40.00);

thence S 37°10'44" E a distance of 49.24 feet to a point (said point offset 31.28' LT and perpendicular to the centerline of Burgreen Road station 51+00.00);

thence S 01°21'20" E a distance of 30.00 feet to a point (said point offset 31.36' LT and perpendicular to the centerline of Burgreen Road station 50+70.00);

thence S 88°29'41" W a distance of 38.64 feet to a point (said point offset 70' LT and perpendicular to the centerline of Burgreen Road station 50+70.00);

thence N 01°30'19" W a distance of 350.00 feet to a point (said point offset 70' LT and perpendicular to the centerline of Burgreen Road station 54+20.00);

thence N 66°10'06" W a distance of 65.95 feet to the Point of Beginning, containing 0.13 acres, more or less.

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

Exhibit B

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

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

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

**ACKNOWLEDGE**

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of P-R Burgreen, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

\_\_\_\_\_

Notary Public

My commission expires:



Exhibit C

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

STATE OF ALABAMA    )  
  :  
  PERMANENT UTILITY EASEMENT  
COUNTY OF MADISON   )

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 3**

**KNOW ALL MEN BY THESE PRESENTS:** That P-R Burgreen, LLC (Hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility easement through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Madison County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows :

City of Madison

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

Exhibit C

thence S 54°06' 28" W a distance of 33.99 feet to a point said point being the Point of Beginning (said point offset 53.73' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00);

thence S 00°04'39" E a distance of 1.27 feet to a point (said point offset 55' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00);

thence S 89°55'21" W a distance of 15.00 feet to a point (said point offset 55' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+15.00);

thence N 00°04'39" W a distance of 1.30 feet to a point (said point offset 53.70' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 73+15.00);

thence S 89°57'22" E a distance of 15.00 feet to the Point of Beginning, containing 0.000 acres, more or less.

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

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

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

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

Exhibit C

**ACKNOWLEDGE**

STATE OF ALABAMA            )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of P-R Burgreen, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:

**RESOLUTION NO. 2024-149-R**

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY  
FOR THE BROWNSFERRY ROAD & BURGREN ROAD ROUNDABOUT PROJECT**

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain rights-of-way and utility and drainage easements (herein the "Tracts") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Fair Land, LLC, as described herein and attached Exhibit A and B.
  
2. **Exhibit A: Warranty Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of constructing the proposed Brownsferry Road and Burgreen Road Roundabout (herein "the Project"). The Tract is further described as follows:

City of Madison

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

Commence from Capped Rebar Set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.77; thence N 46°43'04" E a distance of 91.11 feet to a point (said point offset 50' LT and perpendicular to centerline of Burgreen Road at approximate station 56+00.00); thence N 0°32'39" W a distance of 270.00 feet to a point (said point offset 50' LT and perpendicular to centerline of Burgreen Road at approximate station 59+70.00); thence N 31°46'52" E a distance of 35.50 feet to a point (said point offset 31.02' LT and perpendicular to centerline of Burgreen Road at approximate station 59+00.00); thence S 0°41'33" E a distance of 362.72 feet to a point (said point offset 30.08' LT and perpendicular to centerline of Burgreen Road at approximate station 55+37.28); thence N 89°57'43" W a distance of 86.85 feet to the Point of Beginning, containing .20 acres more or less.

3. **EXHIBIT B: Utility and Drainage Easement Deed** depicts the necessary easements the City is required to obtain for such utilities and drainage needs

(herein "the Project"). The Utility and Drainage Easement is further described as follows:

City of Madison

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

Commence from Capped Rebar Set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.77 thence N 65°20'29" W a distance of 173.48' to the Point of Beginning (said point offset 38.75' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 72+00.00); thence N 35°08'09" E a distance of 26.01' feet to a point (said point offset 60' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 71+15.00); thence N 89°55'21" E a distance of 205.00' feet to a point (said point offset 60' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 74+20.00); thence N 51°39'18" E a distance of 65.48' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Burgreen Road at approximate station 56+00.00); thence N 0°32'39" W a distance of 305.00' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Burgreen Road at approximate station 59+05.00); thence N 43°31'28" E a distance of 48.71' feet to a point (said point offset 31.12' LT and perpendicular to a centerline of Burgreen Road at approximate station 59+40.00); thence S 00°41'33" E a distance of 40.00' feet to a point (said point offset 31.02' LT and perpendicular to a centerline of Burgreen Road at approximate station 59+00.00); thence S 31°46'52" W a distance of 35.50' feet to a point (said point offset 50.00' LT and perpendicular to a centerline of Burgreen Road at approximate station 58+70.00); thence S 00°32'39" E a distance of 270.00' feet to a point (said point offset 50.00' LT and perpendicular to a centerline of Burgreen Road at approximate station 56+00.00); thence S 46°43'04" W a distance of 91.11' feet to a point (said point offset 38.30' LT and perpendicular to a centerline of Huntsville Browns Ferry Road at approximate station 74+20.00); thence N 89°57'43" W a distance of 220.00' feet to the Point of Beginning, containing .26 acres more or less.

- 4. That obtaining the foregoing Tracts and Easements are necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.

- 5. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts and Easements by voluntary conveyance and offer Fair Land, LLC a total of **one hundred and four thousand one hundred eighty-one dollars (\$104,181.00)** to compensate owner for the conveyances enumerated in Exhibit A and B.
- 6. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the owner represents such just compensation.
- 7. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A and B.
- 8. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> 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

EXHIBIT A

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

STATE OF ALABAMA                    )  
COUNTY OF LIMESTONE            )            PERMANENT ROADWAY RIGHT OF WAY

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 1**

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

City of Madison  
Tract Number 1 – Fair Land LLC

A section of right-of-way being situated in the southwest quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:  
Commence from Capped Rebar Set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.77

EXHIBIT A

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

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

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

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

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

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

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

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

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

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



EXHIBIT A

ACKNOWLEDGE

STATE OF ALABAMA )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of Fair Land, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:

EXHIBIT B

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

STATE OF ALABAMA )  
COUNTY OF LIMESTONE )

PERMANENT UTILITY EASEMENT

**PROJECT: Burgreen Road and  
Huntsville-Browns Ferry Road  
Roundabout  
TRACT NO. 1**

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

City of Madison  
Tract Number 1 – Fair Land LLC

**EXHIBIT B**

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

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

Thence N 65°20'29" W a distance of 173.48' to the Point of Beginning (said point offset 38.75' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 72+00.00);

thence N 35°08'09" E a distance of 26.01' feet to a point (said point offset 60' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 71+15.00);

thence N 89°55'21" E a distance of 205.00' feet to a point (said point offset 60' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 74+20.00);

thence N 51°39'18" E a distance of 65.48' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Burgreen Road at approximate station 56+00.00);

thence N 0°32'39" W a distance of 305.00' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Burgreen Road at approximate station 59+05.00);

thence N 43°31'28" E a distance of 48.71' feet to a point (said point offset 31.12' LT and perpendicular to a centerline of Burgreen Road at approximate station 59+40.00);

thence S 00°41'33" E a distance of 40.00' feet to a point (said point offset 31.02' LT and perpendicular to a centerline of Burgreen Road at approximate station 59+00.00);

thence S 31°46'52" W a distance of 35.50' feet to a point (said point offset 50.00' LT and perpendicular to a centerline of Burgreen Road at approximate station 58+70.00);

**EXHIBIT B**

thence S 00°32'39" E a distance of 270.00' feet to a point (said point offset 50.00' LT and perpendicular to a centerline of Burgreen Road at approximate station 56+00.00);

thence S 46°43'04" W a distance of 91.11' feet to a point (said point offset 38.30' LT and perpendicular to a centerline of Huntsville Browns Ferry Road at approximate station 74+20.00);

thence N 89°57'43" W a distance of 220.00' feet to the Point of Beginning, containing .26 acres more or less.

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

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

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

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

EXHIBIT B

ACKNOWLEDGE

STATE OF ALABAMA )

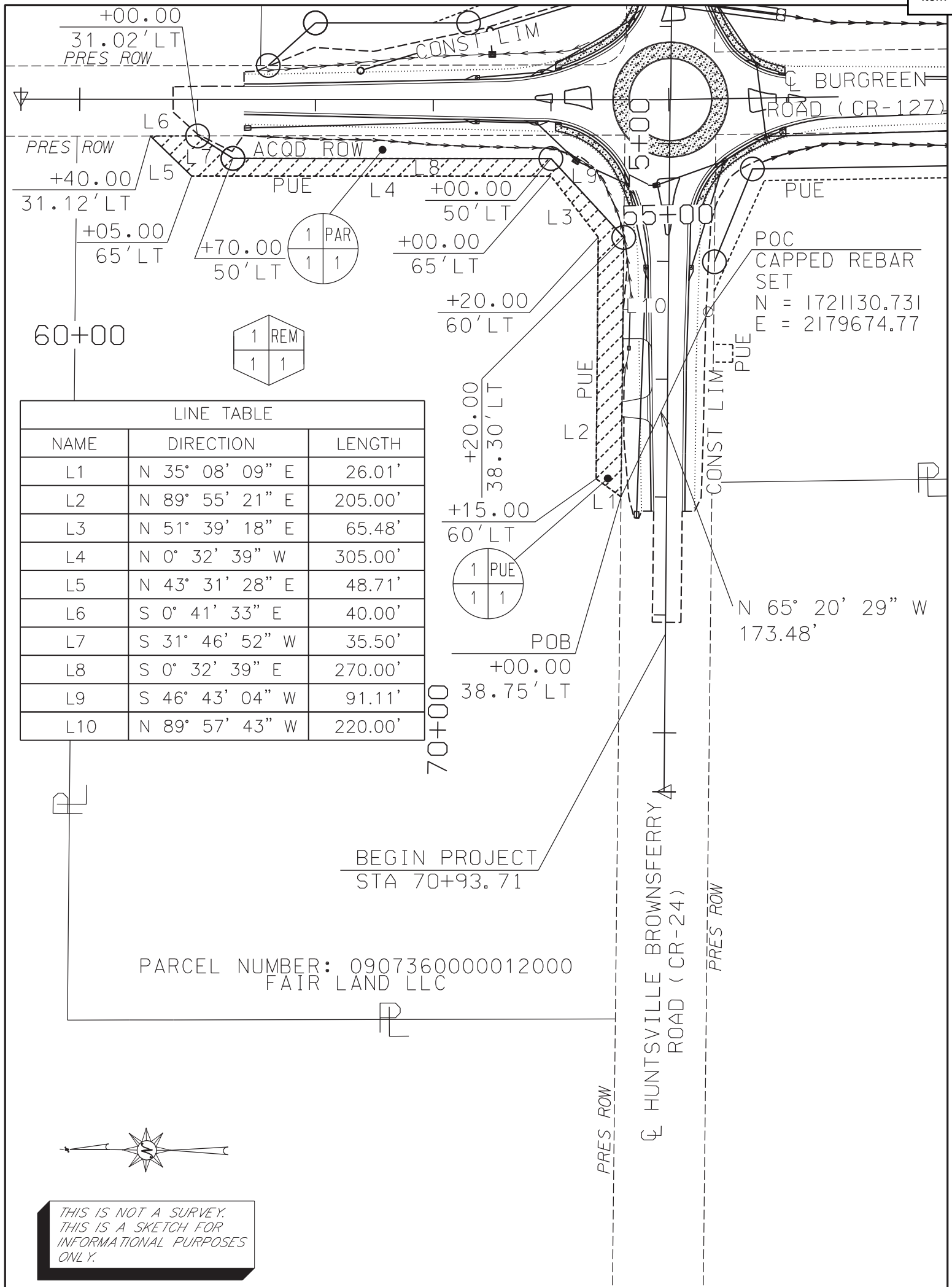
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance as a representative of Fair Land, LLC and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily as an act on this day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of May 2024.

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

My commission expires:



LINE TABLE

NAME	DIRECTION	LENGTH
L1	N 35° 08' 09" E	26.01'
L2	N 89° 55' 21" E	205.00'
L3	N 51° 39' 18" E	65.48'
L4	N 0° 32' 39" W	305.00'
L5	N 43° 31' 28" E	48.71'
L6	S 0° 41' 33" E	40.00'
L7	S 31° 46' 52" W	35.50'
L8	S 0° 32' 39" E	270.00'
L9	S 46° 43' 04" W	91.11'
L10	N 89° 57' 43" W	220.00'

70+00

BEGIN PROJECT  
STA 70+93.71

PARCEL NUMBER: 0907360000012000  
FAIR LAND LLC

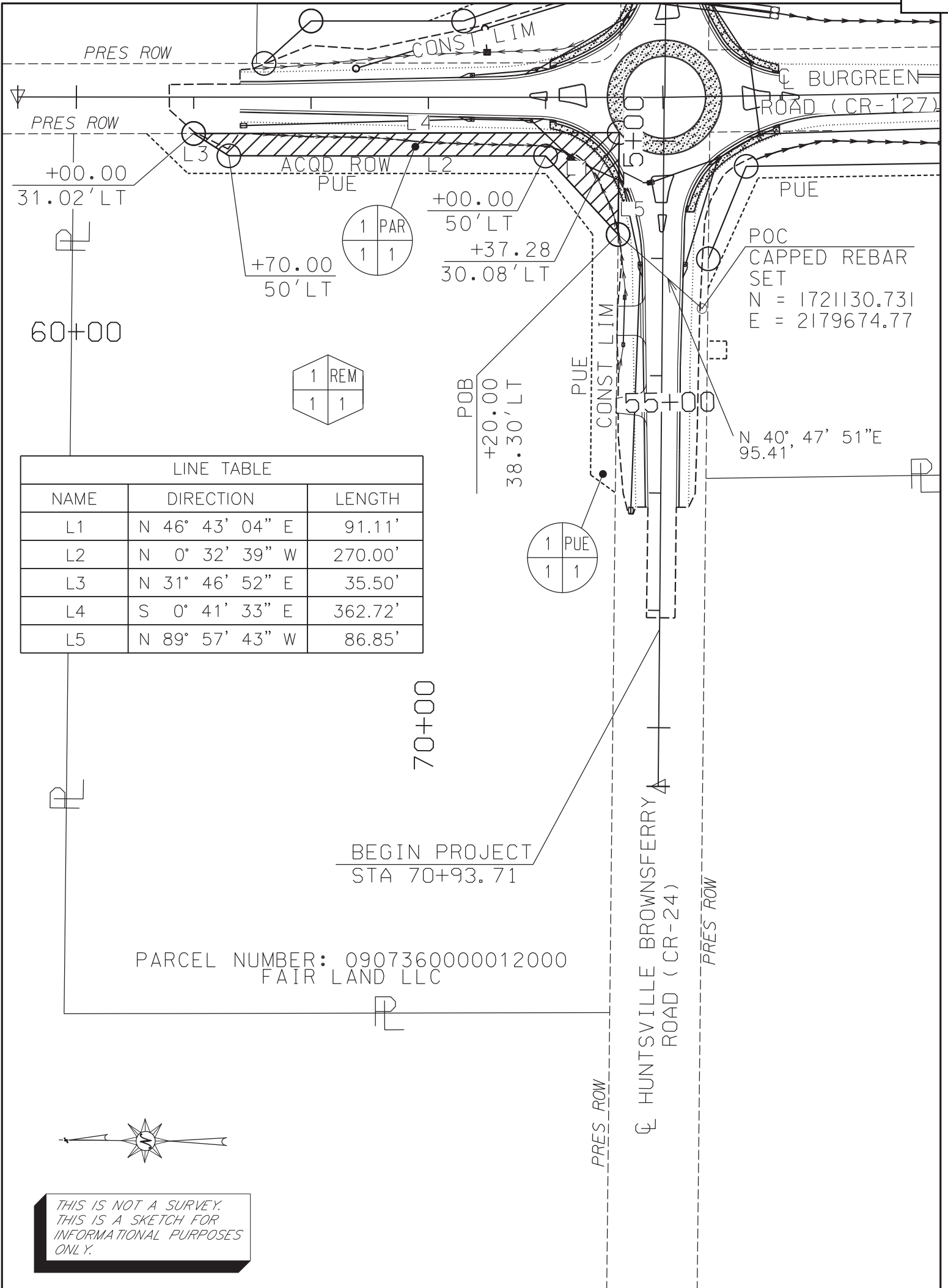


THIS IS NOT A SURVEY.  
THIS IS A SKETCH FOR  
INFORMATIONAL PURPOSES  
ONLY.

## CITY OF MADISON

\*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 8.01 AC±
TRACT NUMBER: 1	P.U.E. REQUIRED: 0.26 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.20 AC±
OWNER: FAIR LAND LLC	REMAINING ACRES: 7.55 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 2 OF 2	REVISED:



LINE TABLE		
NAME	DIRECTION	LENGTH
L1	N 46° 43' 04" E	91.11'
L2	N 0° 32' 39" W	270.00'
L3	N 31° 46' 52" E	35.50'
L4	S 0° 41' 33" E	362.72'
L5	N 89° 57' 43" W	86.85'

PARCEL NUMBER: 0907360000012000  
FAIR LAND LLC

BEGIN PROJECT  
STA 70+93.71



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

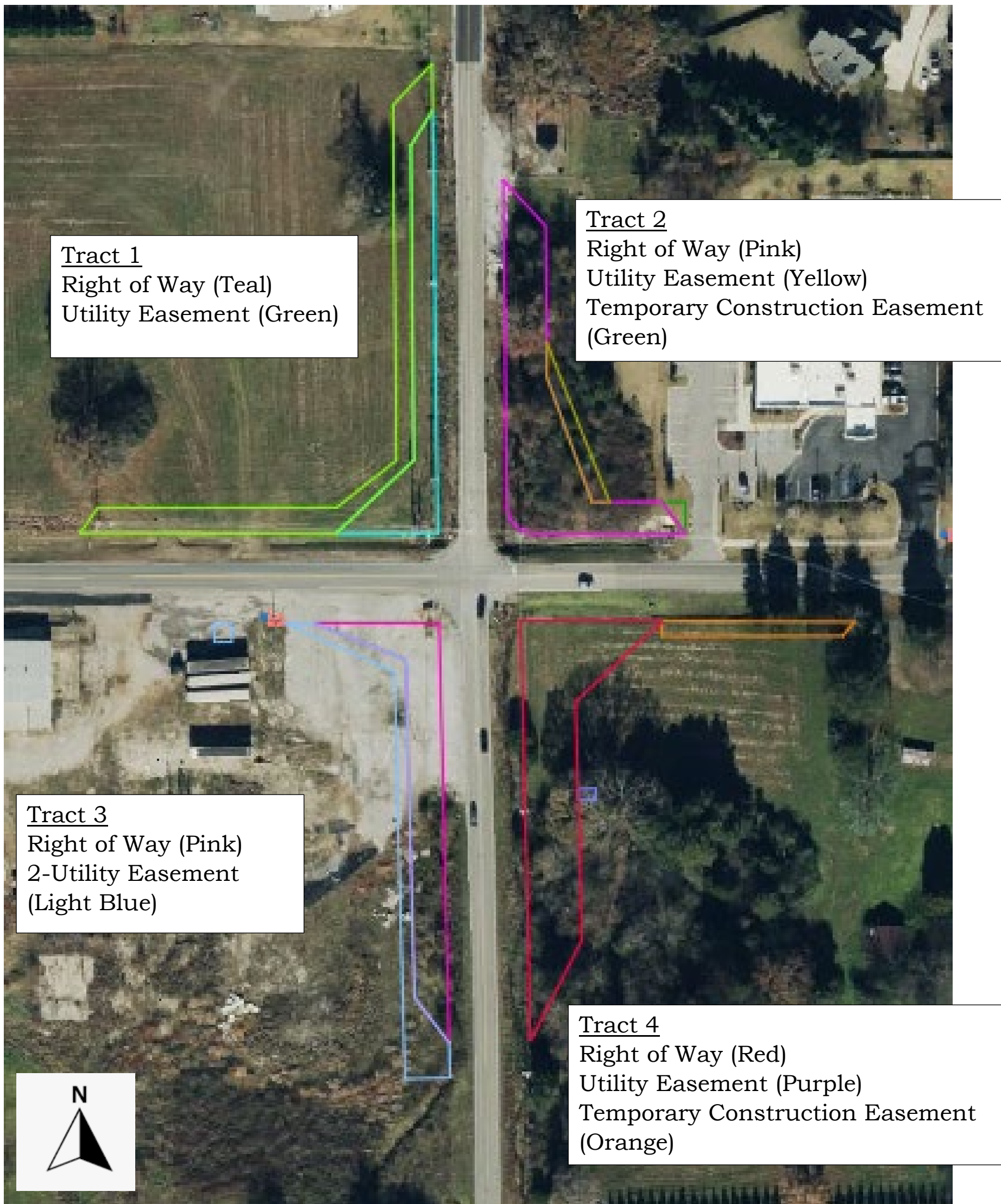
### CITY OF MADISON

*\*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS*

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 8.01 AC±
TRACT NUMBER: 1	P.U.E. REQUIRED: 0.26 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.20 AC±
OWNER: FAIR LAND LLC	REMAINING ACRES: 7.55 AC±

SCALE: 1" = 100'      DATE: 01-22-2024      REVISED:

SHEET 1 OF 2



22-036  
Huntsville Browns Ferry  
&  
Burgreen Road Roundabout



**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

*Proposed Ordinance 2024-137*

*Number Page 1 of 3*

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 13<sup>th</sup> day of May 2024.

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*Ranae Bartlett, Council President*

*Proposed Ordinance 2024-137*

*Number Page 2 of 3*

City of Madison, Alabama

ATTEST:

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

APPROVED this \_\_\_\_ day of May 2024.

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*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2024-130-R**

**A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN**

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

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Madison, Alabama, sitting in regular session on this 13<sup>th</sup> day of May, 2024, that the following changes be made to the General Class Plan, to be effective upon the start of next the pay period after the adoption of this Resolution:

**General Classification Plan:**

- |  |          |
|--|----------|
| • Recreation Administrative Superintendent | Grade 12 |
| • Recreation Operations Superintendent     | Grade 12 |
| • Recreation Program Superintendent        | Grade 12 |
| • Receptionist—Community Center            | Grade 8  |

**READ, APPROVED, and ADOPTED** this 13<sup>th</sup> 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 13<sup>th</sup> day of May, 2024.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

DR

**Director of Parks & Recreation**  
Kory Alfred

AD

**Assistant Director**  
Kelly Johnson

AD

**Aquatics Director**  
Grade 12  
Chris Lund

SD

**Senior Center Director**  
Grade 12  
Bonnie Ayers

AS

**Administrative Superintendent**  
Grade 12  
\*Reorganization\*

OS

**Operations Superintendent**  
Grade 12  
\*NEW\*

PS

**Program Superintendent**  
Grade 12  
\*NEW\*



Dublin Park--Indoor/  
Outdoor Pools &  
Hexagon Adult  
Pickleball  
  
Supervises:  
Aquatics Staff,  
including  
Lifeguards; Rec. Aides



Senior Center,  
pending at MCC  
  
Supervises:  
Senior Center Staff;  
Rec. Aides (pending)



New Madison  
Community Center &  
Events at all fields  
and facilities  
  
Supervises:  
Admin. Staff  
including  
receptionists;  
Program  
Coordinator(s); Van  
Drivers; Rec. Aides  
and other temporary/  
seasonal staff



All Field & Park  
Maintenance  
  
Supervises:  
All field and park  
maintenance staff;  
Rec. Aides



All Recreation  
Programs (except  
adult pickleball)  
  
Supervises:  
Program  
Coordinator(s), Rec.  
Aides, Camp  
Counselors



# City of Madison

## Job Description

Title: Recreation Administrative Superintendent

Department: Parks and Recreation

Exempt/Non-exempt: N Pay Grade: 12

Reports to: Director of Parks & Recreation

Position Change X

Effective Date: May 13, 2024

Subordinate Staff: This position has direct supervision over administrative staff, seasonal Parks & Recreation staff, recreation aides, and Van Drivers.

**The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.**

### General Position Summary:

The Administrative Superintendent has responsibility for providing a broad range of administrative duties to support the operation of the Parks & Recreation Department. This position has the responsibility for completing various higher-level projects, processes, and tasks. The work requires a high level of confidentiality, sensitivity, and good judgment. Responsibilities include work with budgeting, preparation of various documents, development of reports and publications, website and social media content management, front desk operations at department facilities, recreation software management, coordination of facility rentals, coordination with other city staff regarding facility usage, and other tasks to assist the Director and Assistant Director. The work will be performed under the direction and general supervision of the Assistant Director of Parks & Recreation.

### Essential Functions/Major Responsibilities:

- Position performs all responsibilities of office management, as well as budget preparation, accounts payable, accounts receivable, and accountability for all monies in the Recreation Department including all petty cash and change machine.
- Manages front desk personnel staffing, schedules, and procedures at all Parks and Recreation facilities.
- Manages Van Drivers and Transportation program for senior and disabled citizens.
- Trains, assists, directs, assigns, supervises, evaluates, and disciplines personnel assigned to this position's supervision.
- Provides backup support and coverage to other Department management staff, as well as administrative and office staff as needed.
- Assists Recreation Director with various higher-level projects and tasks, including the development of Recreation Department budget.
- Helps to collect, receipt, and deposit program registration fees and payments, as well as membership and facility rental fees.

- Maintains petty cash fund for the department.
- Maintains inventory of department property and fixed assets.
- Oversees purchasing and pay processes. Prepares purchase orders, quote sheets, request for payment and receiving reports.
- Manages Department website and social media pages.
- Promotes programs and departmental events by preparing ads, flyers, posters, and displays.
- Manages recreation software providing for registration and facility reservations.
- Recruits and books events and rentals of Parks & Recreation facilities.
- Develops department reports and related files.
- Provides information and assistance to residents and patrons. Refers to appropriate personnel.
- Responds to a variety of departmental and public requests for information related to assigned function and provides requested information or services when authorized or refers to appropriate individual for response.
- Oversees the maintenance of office equipment and vending machines.
- Prepares rooms for meetings.

**Secondary Functions:**

- Provides backup support/coverage to all positions and special events in the department as needed.
- Assists as necessary for seasonal needs which may include set up and pickup of dumpsters and port-a-lets for parks, pools, and community center; setup connection and disconnection of phones for outdoor pool and gymnasiums; and preparation of agreements for athletic coaches for approval by City Council.
- Assists in patron registration processes.
- Verifies deposit and paperwork and delivers to City Hall. Checks Recreation Department box at City Hall.
- Operates passenger transport vehicle in absence of Van Drivers.

**Job Scope:**

- Performs duties with little direction given, operating from established schedule and instructions.
- Decisions are made within general company policy constraints, but occasionally require independent decision making.
- The supervisor assigns work in terms of general instructions and spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.
- Guidelines require judgment, selection, and interpretation in application.

### **Supervisory Responsibility:**

- This position has direct supervision over Recreation administrative staff, seasonal staff, Recreation Aides, and Van Drivers.

### **Interpersonal Contacts:**

- This position has contact with co-workers, program participants, and members of the general public.
- The purpose of these contacts is to give or exchange information and provide services.

### **Specific Job Skills:**

- Strong computer skills, including Microsoft Office (Word, Excel, PowerPoint, Outlook) and Internet.
- Knowledge of cash registers and registers set up.
- Thorough knowledge of personnel policies and practices.
- Ability to communicate information and needs to public officials, general public, professional contacts, other workers, employees, and supervisors.
- Strong bookkeeping skills to account for fees and cash receipts, budgeted expenditures, and petty cash.
- Skill in writing instructions, letters, memos, schedules, and various other documents.
- Skill in dealing with people under stressful conditions.
- Skill in math to complete quotes, prepare invoices, develop schedules, order supplies and equipment and budget preparation.
- Ability to safely operate vans and other vehicles, whether automatic or standard transmission, to transport patrons to various locations.
- Skill at managing scheduling and leave issues.
- Skill at hiring, training, appraising, coaching, counseling, and disciplining personnel.
- Skill at gathering and evaluating input for decision-making.
- Skill at managing relationships between subordinates and other personnel in other departments.
- Skill at project management, planning, organization, and prioritization.

### **Education and/or Experience:**

- College degree in general business administration or a related field preferred, with additional education in supervision, office practices, and computer applications.
- Five (5) years of administrative experience performing complex administrative processes and projects and working with the public preferred.
- Experience in general office and clerical duties, including use of computer with various software, invoicing, setting up databases, answering of phone, communicating with the general public, etc.
- Experience in the supervision of administrative staff.



**Job Conditions:**

- Strong background record required, due to accessibility to employee and city property, citizens, and patrons.
- Normal office working conditions.
- May require occasional overtime and work on weekends.
- May be required to attend evening meetings, such as council meetings, etc.
- Must be able to work varying hours, extended hours, as well as occasional weekends and holidays, at times with little or no notice.
- May require some travel for state association meetings, annual conferences, workshops, seminars, etc.
- Must maintain a valid driver’s license with excellent driving record required.

**Physical Capabilities:**

- Work is performed while typically sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending, or crouching.
- The employee occasionally lifts light and heavy objects.
- Ability to communicate verbally and orally with the public, subordinates, and coworkers.
- Must be able to drive for long periods of time.

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
HR Committee Chair Approval

\_\_\_\_\_  
Date



# City of Madison

## Job Description

Title: Recreation Operations Superintendent Department: Parks and Recreation

Exempt/Nonexempt: E Pay Grade: 12 Reports to: Parks & Recreation Director

New Position:     Position Change: X Effective Date: 5-13-2024

Subordinate Staff: Regular and Temporary Staff of the Maintenance Division

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

Responsible for proper operation, supervision, and neatness of all work completed on the fields and grounds of all city parks and recreation facilities. Also responsible for administrative duties performed in the Maintenance office.

### **Essential Functions/Major Responsibilities:**

- Performs all responsibilities as needed to manage, supervise, and train all Maintenance staff.
- Coordinates with Recreation Directors, Program Directors, and volunteer organizations regarding park and field usage.
- Coordinates with staff to schedule routine park maintenance as well as to prepare for special events.
- Reviews ongoing and completed plans for compliance with approved standards, city codes, public safety, and American with Disabilities (ADA) requirements.
- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively to provide quality seamless customer service.
- Ensures safe and efficient work practices of all Maintenance Division employees.
- Ensures preparation of all athletic fields for practice and play during season.
- Responsible for ensuring that all fields are properly maintained for play with respect to the safety of all players and general public.
- Initiates and supervises safety measures on all activities, including daily inspections of playing fields and areas.
- Deals with outside contractors to maintain fences, irrigation systems, electrical infrastructure, etc., when repairs or work needs to be completed on recreation areas.
- Reports any damage or disturbances to Assistant Parks and Recreation Director and/or Director.
- Ensures the repair of minor problems on the grounds of all city-owned parks and facilities. Reports any major maintenance problems to the Parks and Recreation Director and discuss solutions for repairs.

- Ensures that all City-owned neighborhood parks are maintained on a regular basis, to include proper mowing, cleaning, safety checks, installation of playground equipment, etc. in a timely manner.
- Prepares specifications for bids on heavy equipment and other contracting work needed for fields and grounds.
- Ensures continuous playground safety checks, including inspecting all equipment for safety and replacing if needed.
- Interviews, hires, and supervises all Maintenance employees.
- Completes quotes and order supplies and equipment for all Parks and Recreation Department fields and grounds.
- Assists Parks and Recreation Director with any requests or complaints regarding field or ground maintenance.
- Other duties and department projects related to the essential functions of this job description, as assigned.
- Processes purchase orders, requests for pay, and payroll for Maintenance Division.
- Engages in continued professional technical training.

**Secondary Functions:**

- Manages routine office tasks including responding to e-mails, returning phone calls, and assisting the Assistant Director with budgeting and scheduling.
- Attends City Council meetings when necessary.
- Assists Director in planning and managing construction projects.
- Represents the Department at occasional conferences, meetings, and training events.

**Job Scope:**

- Performs duties with little direction given, operating from established schedule and instructions.
- Decisions are made within general policy constraints, but occasionally require independent decision-making.
- Responsible for budget preparation for all field and ground maintenance needs, including equipment, supplies, staff, etc., and ensures compliance accountability for the operating budget of the Maintenance Division.

**Supervisory Responsibility:**

Supervises full-time maintenance workers and temporary maintenance workers to include scheduling of areas for maintenance as well as task list to complete and daily responsibilities.

**Interpersonal Contacts:**

- Interacts with team of employees, including professional and administrative staff.
- Interacts with recreational professionals from various cities throughout the State of Alabama, as well as individuals within the city school systems and sports program volunteer agencies.
- Must be able to work with the public due to responsibilities pertaining to parks, ball fields, playgrounds, etc.
- Must be able to follow instructions from Director, as well as Assistant Director.

**Managerial Skills:**

- Skills at hiring, training, appraising, coaching, counseling, and disciplining personnel.
- Strong understanding of personnel policies and practices and ability to coach employees in these areas.
- Strong team and interpersonal skills.
- Leadership and staff motivation skills.
- Skills at gathering and evaluating input for decision-making.
- Adept at managing relationships between subordinates and each other and with personnel in other departments and with volunteer groups.
- Ability to manage scheduling and leave issues at workgroup level.
- Strong project management, planning, organization, and prioritization skills.
- Verbal and written communication skills to communicate information as needed to public officials, professional contacts, other workers, employees, supervisors, and the general public.
- Ability to work independently without close supervision.
- Knowledge of parks and recreation facilities, grounds, programs, rules and regulations of various team athletics.
- Knowledge and application of safety practices.
- Reading skills to understand written instructions, policies and procedures, catalogs, chemical labels, etc.
- Listening skills to understand verbal instructions and information.
- Ability to develop, plan, and organize schedules for routine maintenance.
- Math skills to develop schedules, complete quote sheets, and prepare budget documents.
- Ability to supervise, direct, and evaluate the work of employees and volunteers.
- Ability to work at a fast pace to complete a high volume of work.

**Education and/or Experience:**

- College degree in Landscape, Horticulture, Turf Management, parks and recreation management, or a related field, or an equivalent combination of training, education, and experience, required.
- Five (5) years of experience in all areas of playground safety, landscape management, supervision, light and heavy equipment operation, and basic parks and recreation maintenance preferred.
- Must maintain a strong driving record for city-insurance purposes and record may be periodically checked by the City.
- Experience working with general public preferred.
- Experience and training in management practices.
- Experience supervising multiple employees.
- State of Alabama Pesticide Applicator license (Category 3) required.
- Certified Playground Safety Inspector, highly preferred.

**Job Conditions:**

- Strong background record required, due to accessibility to employee and city property.
- Normal office working conditions.
- Frequent interruption and some weekend/evening meetings and events.
- Occasional outdoor lawn and field maintenance work may be required in varying weather conditions.
- May require work in an environment where there are temperature fluctuations, noise, poor ventilation, dirt, dust, possible hazardous chemicals, etc.
- Flexibility to work additional hours when needed to complete projects and assignments. Must be able to work varying hours, extended hours, as well as occasional weekends and holidays, at times with little or no notice, etc.
- May require some travel for state association meetings, annual conferences, training workshops, etc.
- Job requires slip resistance/steel toe footwear to be worn during work hours, as well as long pants and other personal protective equipment during fieldwork assignments.

**Physical Capabilities:**

- Ability to see well enough to observe employees, activities, and inspect fields, facility grounds, and surrounding areas (corrective lens acceptable).
- Ability to be mobile in order to move various equipment and supplies.
- Ability to bend, climb, stand in order to observe and inspect facilities.
- Ability to hear well enough to understand normal conversation and know how to use radio and telephone (hearing aid acceptable).
- Speak well enough to communicate with general public, volunteer groups, professionals, employees, supervisors and patrons and to be heard from a distance.
- Physical mobility to move around so as to inspect all areas of recreation facilities.
- Ability to type, write, file, and operate office equipment (with or without accommodation).

\_\_\_\_\_  
Mayor Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date



# City of Madison

## Job Description

Title: Program Superintendent Department: Recreation

Exempt/Nonexempt: E Pay Grade: 12 EEO Code: 5 Effective Date: 5-13-24

New Position:        Position Change: X Reports to: Recreation Director

Subordinate Staff: Program coordinators, recreation aides, scorekeepers, camp staff, and other seasonal staff.

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

Responsible for coordinating, managing, and supervising all recreation sports programs, leisure activities, and special events for the community, as well as maintaining the neatness of recreation areas operated by the City of Madison. Assesses community interests, develops new programs, monitors, and evaluates program success.

### **Essential Functions/Major Responsibilities:**

- Performs all responsibilities necessary to manage and supervise all sports programs, special events, and leisure activities offered by the Recreation Department.
- Coordinates all gymnasium activities including basketball, volleyball, pickleball, homeschool physical education, and other classes and activities.
- Coordinates all City-administered adult and youth activities including registrations, drafts, practice schedules, game schedules, tournaments, coaching requirements, data entry, etc.
- Coordinates summer day camp program, including ensuring compliance with state regulations, records maintenance, camp staff management, supervision of general camp operations, as well as handbooks for parents and campers. Plans, promotes, organizes, and develops fun and exciting curricula and activities for camp divisions.
- Plans, advertises, organizes, and develops other recreational activities, special events and programs, and registration events.
- Coordinates with Assistant Director and Director on the hiring, supervision, and management of program coordinators, recreational aides, camp counselors, and scorekeepers.
- Manages scheduling and work locations for all staff involved in managed activities.
- Manages front desk activities pertaining to systems that track membership and revenue.

- Maintains adequate reports and records concerning programs.
- Initiates and supervises safety measures on all activities, including daily inspections of playing fields and courts.
- Develops a program of public relations, publicity, and cooperation with other agencies.
- Posts updates on social media regarding sports programs, special events, leisure activities, and camps.
- Communicates updated information on website or through text system regarding field closures, registration dates, schedules, etc.
- Prepares annual analysis of budget needs for recreation programs.
- Prepares purchase orders, change orders, invoices, and payroll using the City's operating system.
- Maintains communications with volunteer and temporary staffing agencies on a continuous basis to make sure they are following proper city and recreation policies.
- Organizes and attends all program related meetings to include all sports programs on a monthly basis.
- Reports any damage or disturbances to Recreation Director.
- Supervises activities in and at city facilities when necessary.

**Secondary Functions:**

- Assists in sports registrations, swim lesson registrations, and scheduling of games and practices.
- Prepares and maintains schedules for all gyms, gym managers, and scorekeepers.
- Coordinates purchases of athletic equipment, as well as camp supplies including snacks, arts and crafts supplies, first aid supplies, games, sporting equipment, and other necessities as needed.
- Manages neatness and appearance of gymnasiums. Assists in repairing any minor maintenance problems, such as repairing or replacing bases, raking fields, picking up trash, emptying trashcans, and any other minor duties. Reports any major maintenance problems to the Maintenance Superintendent and/or Recreation Director.
- Attends City Council meetings when necessary.
- Assists maintenance staff, when necessary, in lining athletic fields, grass trimming, installation of soccer goals, laying sod and any other work that may be needed in order to meet program requirements.
- Other duties as assigned by Recreation Director.

**Job Scope:**

- Performs duties with little direction given, operating from established schedule and instructions.
- Decisions are made within general company policy constraints, but also require independent decision making.
- Responsible for budget preparation for all sports programs and compliance accountability for operating budget of programs.

**Supervisory Responsibility:**

- Program coordinators, recreation aides, scorekeepers, camp staff, and other seasonal staff.

**Interpersonal Contacts:**

- Interacts with team of workers, including professional and administrative staff.
- Must be able to work with the public, parents, and guardians due to frequent contact with children.
- Interacts with recreational professionals from various cities throughout the State of Alabama, as well as individuals within the city school systems and sports program volunteer agencies.
- Must be able to follow instructions from supervisor.

**Specific Job Skills:**

- Verbal skills to communicate information and needs to public officials, professional contacts, other workers, employees, supervisors, the general public and to conduct coaching certifications.
- Ability to work independently without close supervision.
- Knowledge of parks and recreation facilities, programs, rules and regulations of various team athletics and common safety practices.
- Proficiency in CPR and First Aid.
- Ability to follow instructions.
- Computer and writing skills to prepare receipts, letters, memos, schedules, and budgets.
- Reading skills to understand written instructions, rule books, policies and procedures, catalogs, etc.
- Listening skills to understand verbal instructions and information.
- Ability to develop, plan and organize programs.
- Math skills to develop schedules, complete quote sheets, and develop budgets.
- Ability to supervise, direct, and evaluate the work of employees and volunteers.

**Managerial Skills:**

- Skill at hiring, training, appraising, coaching, counseling, and disciplining personnel.
- Strong understanding of personnel policies and practices and ability to coach employees in these areas.
- Leadership and staff motivation skills.
- Skill at gathering and evaluating input for decision-making.
- Adept at managing relationships between subordinates and each other and personnel in other departments.
- Ability to manage scheduling and leave issues at workgroup level.
- Strong project management, planning, organization, and prioritization skills.

**Education and/or Experience:**

- Bachelor's Degree in parks and recreation management or a related field preferred, or an equivalent combination of training, education, and experience.



- Minimum of five (5) years of supervisory experience in recreation field with emphasis on sports, leisure services, and special event programming preferred.
- Experience working with general public and children preferred.

**Job Conditions:**

- Strong background record required, due to accessibility to city property and interaction with public and children.
- Must maintain a strong driving record for city-insurance purposes, and record may be periodically checked by the City.
- Frequent interruption and some evening meetings.
- Working outside in varying weather conditions.
- May require work in an environment where there are temperature fluctuations, noise, poor ventilation, dirt, dust, etc.
- Must be able to work varying hours, extended hours, as well as occasional weekends and holidays and at times with little or no notice.
- May require some travel for state association meetings, conferences, and sports program tournaments.

**Physical Capabilities:**

- Ability to see well enough to observe employees, programs and activities, clean required areas and inspect facilities (corrective lenses acceptable).
- Ability to be mobile in order to move and assemble various equipment, bleachers, tables, chairs.
- Ability to bend, climb, stand in order to clean required areas and move items listed above.
- Ability to hear well enough to understand normal conversation, and to use radio and telephone to hear people from a distance (hearing aid acceptable).
- Ability to speak well enough to communicate with professionals, employees, supervisors, and patrons and to be heard from a distance.
- Physical mobility to move around to inspect all areas of recreation facilities.
- Ability to type, write, file, and operate office equipment and sports equipment (with or without accommodation).
- Job requires slip-resistant footwear to be worn during work hours, as well as long pants and other personal protective equipment during outdoor assignments.

\_\_\_\_\_  
Mayor Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date



# City of Madison

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## Job Description

Title: Receptionist – Community Center Department: Parks & Recreation

Exempt/Nonexempt: N Pay Grade: 8 Effective Date: 5/13/2024

New Position: X Position Change:     Reports to: Administrative Superintendent

Subordinate Staff: None

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

Responsible for reception area customer service duties at the Madison Community Center, including opening and closing procedures, greeting visitors, receiving, and routing incoming phone calls, and maintaining reception area.

### **Essential Functions/Major Responsibilities:**

- Performs receptionist duties including answering incoming calls, giving information as needed, forwarding calls, and taking and forwarding messages when necessary.
- Responsible for turning on all inside lights and reception equipment.
- Unlocking entrance door upon arrival and locking the door at the end of the business day.
- Greet and assist all patrons as needed.
- Assists patrons in registering for classes.
- Assists staff with input of registration details, room rentals, etc.
- Accepts payments for Senior Center, program registrations, and memberships.
- Updates and refills literature rack and counter rack.
- Performs other duties as assigned by supervisor or Department Director.

### **Secondary Functions:**

- Posts all facility holiday and special event closings as needed.
- Gives tours of the community center and assists patrons when renting rooms.
- Takes interoffice mail and daily deposits to City Hall as needed, occasionally driving city vehicle.
- Assists management staff as needed.

**Job Scope:**

- Performs duties with little direction given, operating from established schedule and instructions.

**Supervisory Responsibility:**

None

**Interpersonal Contacts:**

Interacts with team of workers, including professional and administrative staff. Interacts with the public daily. Must be able to work with public and to answer informative questions. Must be able to follow instructions from supervisor.

**Specific Job Skills:**

- Strong receptionist skills, including strong social interaction, communication skills, and phone etiquette.
- Verbal skills to communicate information and needs to public officials, general public, coworkers, and supervisor.
- Ability to work independently with little supervision.
- Knowledge of basic receptionist duties.
- Knowledge of computers, software (Microsoft Office, Word, and Excel), printers, etc. and strong data entry skills.
- Knowledge of basic cash register operation.
- Ability to follow instructions.
- Writing skills to write receipts, messages, documentation for bill payments, etc.
- Reading skills to understand written instructions, memos, policies and procedures, facility forms, etc.
- Listening skills to understand verbal instructions and information.
- Strong team skills to interact positively with co-workers.
- Ability to handle multiple tasks effectively and simultaneously.
- General knowledge of Parks and Recreation programs and locations.

**Education and/or Experience:**

- High school diploma or equivalent required.
- At least two years of experience in general office and/or receptionist duties, computer experience, answering phones, communicating with the general public, etc.
- Experience working with general public, senior citizens, and children preferred.
- Driver's license and strong driving record required for use of city vehicle.

**Job Conditions:**

- Strong background record required, due to accessibility to employee and city property, public, children, and senior citizens.
- Normal office working conditions.
- May require occasional overtime and work on weekends.
- May occasionally be required to attend evening meetings, such as council meetings, etc.
- May require work in an environment where there are temperature fluctuations, noise, poor ventilation, dirt, dust, etc.
- Must maintain a strong driving record for city insurance purposes and record may be checked periodically by the City.

**Physical Capabilities:**

- Ability to see well enough to observe patrons, facility forms, etc. (corrective lenses acceptable).
- Ability to read well enough in order to read memos, letters, reports, etc.
- Ability to be mobile in order to deliver handwritten messages, assist the public, etc.
- Ability to bend, climb, stand in order to complete job tasks.
- Ability to hear well enough to understand normal conversation, hear people from a distance, hear telephone, etc. (hearing aid acceptable).
- Ability to communicate verbally and orally with general public, coworkers, supervisors and senior citizens/patrons and to be heard from a distance.
- Use of hands and fingers to type, write, file, and operate office equipment.
- Ability to work on a computer for extended periods of time.
- Ability to sit for extended periods of time.

\_\_\_\_\_  
Mayor Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

**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. 2024-118-R****A RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH  
ATHENS UTILITIES FOR ITS PROVISION OF BILLING SERVICES FOR  
GARBAGE AND TRASH COLLECTION**

**WHEREAS**, on October 9, 2023, and pursuant to Resolution No. 2023-332-R, the City of Madison renewed its billing agreement with Athens Utilities for billing and collecting of garbage and trash fees from City residence in the Athens Utilities (herein "AU") service area; and

**WHEREAS**, the original agreement required AU to remit payments directly to the City of Madison (herein "the City") for garbage collection and remit payments directly to Madison County (herein the "County") for trash collection in their service area; and

**WHEREAS**, the City and the County have entered into a separate agreement whereby the City now pays the County directly for trash collection services; and

**WHEREAS**, the City seeks to amend the original agreement with AU to require AU to remit both trash and garbage collection fees directly to the City.

**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 a renewal of an agreement with Athens Utilities for the provision of billing and fee collection services for garbage and trash collection services provided to City residents in the Athens Utilities service area, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amended Agreement For Billing 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 thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> day of May 2024.



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

ATTEST:

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

APPROVED this \_\_\_ day of May 2024.

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*Paul Finley, Mayor*  
City of Madison, Alabama

## AMENDED AGREEMENT FOR BILLING SERVICES

This Agreement for Billing Services (the "Agreement") is executed by and between the City of Madison, Alabama, a municipal corporation (hereinafter referred to as "City") and Athens Utilities, a division of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of Alabama, (hereinafter referred to as "AU").

### WITNESSETH:

**WHEREAS**, the City has established and assessed mandatory trash and garbage collection charges for residential dwellings within the corporate limits of the City; and

**WHEREAS**, AU has the means to invoice and collect said fees from the residents of those dwellings which are located in Limestone County and served by AU; and

**WHEREAS**, the City desires to enter into this Agreement with AU for its provision of garbage and trash fee billing and collection services for residential dwellings within the City that are located in Limestone County;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions set forth herein, the parties agree as follows:

#### **Section 1. Commencement, Effective Date, and Term.**

The term of this Agreement shall commence on October 1, 2023, and it shall remain and continue in full force and effect until September 30, 2026 (the "Term"), unless the same is terminated before said date pursuant to the provisions of this Agreement.

#### **Section 2. Services.**

As part of its monthly billing statement sent to its customers living within the corporate limits of the City, AU shall include a separate line item reflecting the total amount to be charged per residence for garbage collection and trash collection. AU then shall collect the fees remitted by those residential utility customers and disburse them according to Section 4.

Each month, AU shall provide the City available financial data related to the charge and collection of the garbage service and trash service fees, such as the total number of residential customers living within the City which were billed by AU for those services; the total amount collected by AU for those services; the total amount recorded as receivables; and the total amount allowed for accounts uncollectible.

#### **Section 3. Payment for Services.**

For the services provided under Section 2, the City will pay, and AU will accept for the period dating from October 1, 2023, through September 30, 2026, ninety-five cents (\$0.95) per residential customer located within the corporate limits of the City and billed by AU for utility services.

**Section 4. Remittance of Receipts.**

On a monthly basis, AU shall remit to the City all receipts for trash and garbage collection, less the amount owed to AU for all billing and collection services based on the fee set forth in Section 3, as determined by the prevailing contract price.

**Section 5. Currency of Pricing.**

It shall be the responsibility of the City to provide AU with the duly authorized resolution reflecting the current contract pricing for each service being billed under this Agreement. In the event of any future amendments to the amounts to be collected, City shall notify AU immediately upon the Council's authorization of such change and provide AU with a copy of the resolution creating the change and provide the effective date thereof. The parties will cooperate to ensure any changes in pricing are approved, communicated, and implemented in an appropriate and timely fashion such that the contractor and the residents are billed and paid in accordance with the Council's action.

**Section 6. Extension of Agreement.**

This Agreement shall conclude and terminate (i) at the end of the Term and (ii) upon a written notice by either party to the other that the Agreement has concluded and terminated due to the end of the Term. If the Term has concluded and such notice has not been issued, then the Agreement shall continue on a month-to-month basis, until such notice is issued.

**Section 7. Amendment.**

To become effective, any amendment of this Agreement must be in writing, authorized by each party's governing body, and signed by their duly authorized representatives.

**Section 8. Indemnity.**

To the extent permitted by law, the City agrees to indemnify and hold AU harmless from all claims, lawsuits, actions or causes of action, which arise from or relate to AU's performance of its obligations under this Agreement.

**Section 9. Termination of Agreement.**

AU may terminate this Agreement at any time during the Term by serving a written notice to the City at least six (6) months prior to the termination date.

The City may terminate this Agreement during the Term by serving a written notice to AU at last six (6) months prior to the termination date.

**Section 10. Notices.**

Any notice provided pursuant to performance under this Agreement must be in writing and delivered by personal service, via a common carrier/document delivery service, or by placing the same in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or such other address as the party may later designate by notice.

To City:

To AU:

Mayor's Office  
City of Madison, Alabama  
100 Hughes Road  
Madison, Alabama 35758

Director of Finance  
Athens Utilities  
1806 Wilkinson Street  
Athens, Alabama 35611

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

*\*Two (2) signature pages to follow.\**

*Remainder of page intentionally left blank.*

Athens Utilities, a division of the City of Athens, Alabama, ATTEST:  
a municipal corporation organized under the laws of the  
State of Alabama,

William R. Marks  
William R. Marks, Mayor, City of Athens

Annette Barnes  
Annette Barnes, City Clerk/Treasurer

STATE OF ALABAMA )  
COUNTY OF LIMESTONE )

I, Lisa C. Brooks, a Notary Public in and for said County, in the said State, do hereby certify that William R. Marks and Annette Barnes, whose names as Mayor and City Clerk/Treasurer of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of 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, as such officers and with full authority, they executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 18<sup>th</sup> day of April, 2024

Lisa C. Brooks  
NOTARY PUBLIC

*Remainder of page intentionally left blank.*

City of Madison, Alabama, a municipal corporation

ATTEST:

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

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

STATE OF ALABAMA            )  
COUNTY OF MADISON        )

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

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

*Remainder of page intentionally left blank.*

**ORDINANCE NO. 2024-061**

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

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

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

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

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

NORTH PORTION OF LUDIE RICHARDS DRIVE, MADISON, AL 35758

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

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

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

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

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

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

and,

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

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

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

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

**ATTEST:**

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

**APPROVED** this \_\_\_ day of May 2024.

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



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

STATE OF ALABAMA

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§  
§  
§

**RIGHT-OF-WAY DEED**

COUNTY OF MADISON

*No title search requested, and none prepared.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GRANTOR:**

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

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

Name: \_\_\_\_\_

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

STATE OF ALABAMA           §  
  §  
COUNTY OF MADISON       §

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

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

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



VICINITY MAP (NOT TO SCALE)

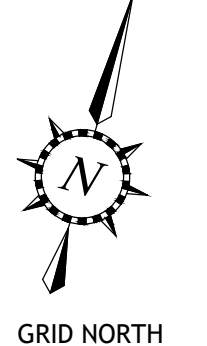
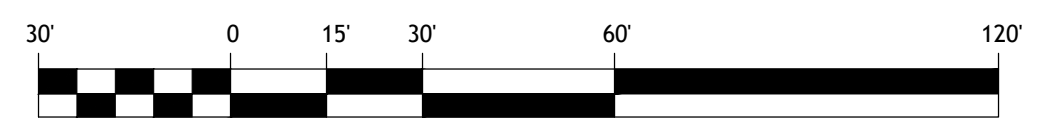
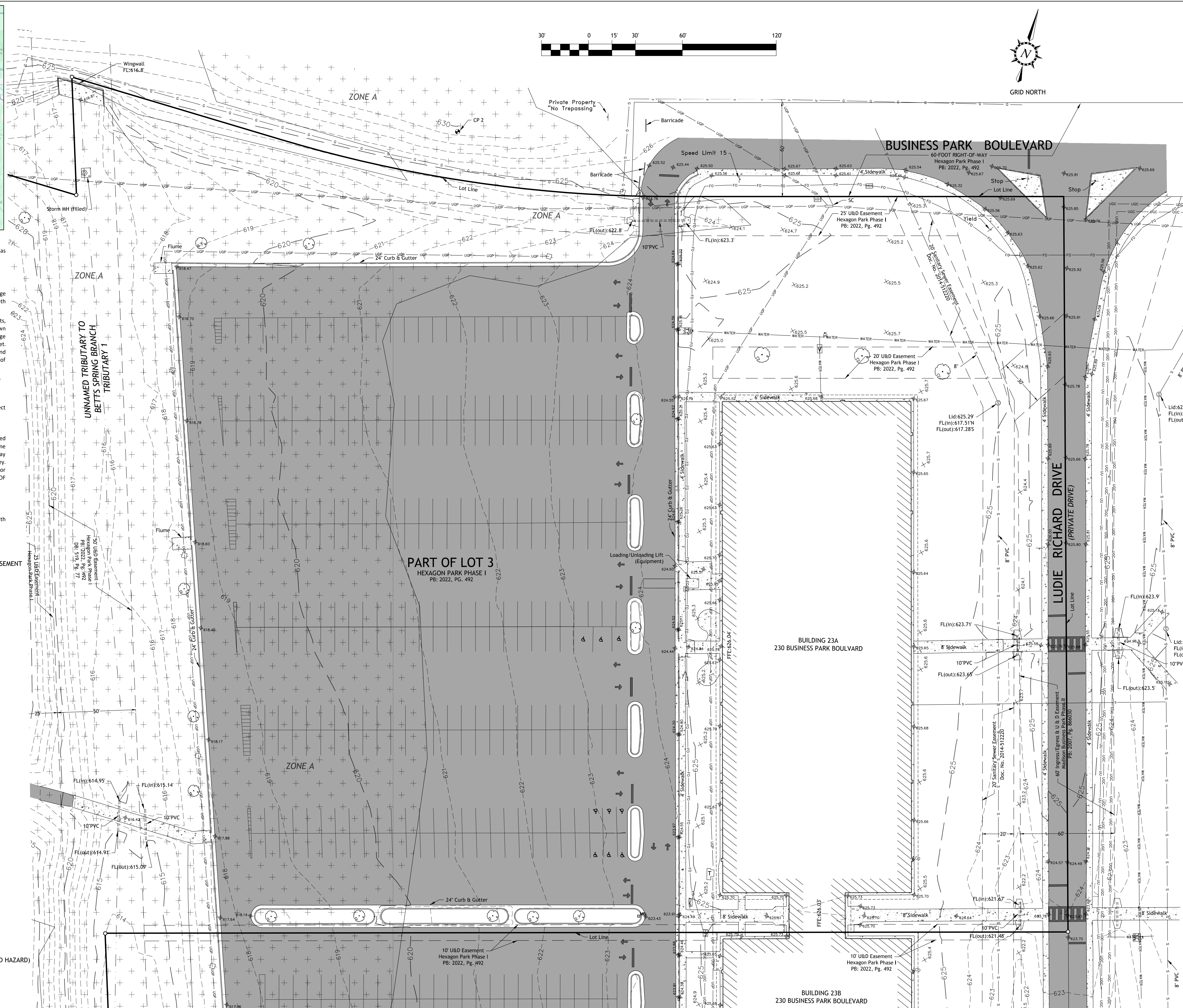
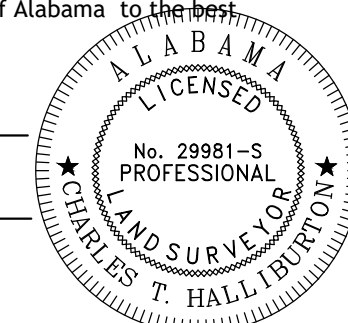
- NOTES:**
- The bearing base for this survey is based on Alabama East Zone State Plane Coordinate System of 1983 (NAD 83), as determined by redundant Base/Rover GPS observations, vertical datum is based on NAVD88, Geoid 18.
  - Field work was completed 1/04/2024.
  - Field data was collected using robotic total station, and Base/Rover GPS.
  - Source of survey is per a Statutory Warranty Deed to City of Madison, Alabama as recorded Deed Book 2022, Page 59139 and a certified plat titled Hexagon Park Phase I, as recorded in Plat Book 2022, Page 492 & 493, both recorded in the Office of the Judge of Probate of Madison County, Alabama.
  - No title commitment was provided for the purpose of this survey. Therefore, there may be easements, rights-of-way, restrictions, covenants, facts, matters and other encumbrances affecting subject property not shown hereon. A document titled Easements, Covenants and Restrictions Agreement as recorded in Deed Book 2023, Page 46260 in the Office of the Judge of Probate of Madison County, Alabama applies to subject property in blank. Additionally, subject property's deed describes a document referred to a document titled Easements, Covenant and Restrictions Amendment as recorded in Deed Book 2022, Page 59116 as recorded in the Office of the Judge of Probate of Madison County, Alabama. Said document applies to subject property in blank.
  - The Certified Plat titled Intergraph North Campus as recorded in Doc. # 2015-398750 in the Office of the Judge of Probate of Madison County, Alabama should be researched prior to any design, especially with regards to the development restriction note for Lot 1 that states "No additional development allowed on Lot 1 until a FEMA Flood Study is performed and approved".
  - The street address for subject property was noted as 0 Business Park Boulevard, Madison, AL 35758 as per subject property source of survey deed.
  - Zoning was not researched for the purpose of this survey.
  - The underground utilities as shown hereon were determined by observed evidence, utility plan research (as supplied by North AL Gas District, LineQuest Communications, Huntsville Utilities and Madison Utilities GIS Dept.s), some point markings per 811 utility locate ticket and private utility investigation. Additional underground utilities may exist. No underground utilities were excavated to determine their true location for the purpose of this survey. Therefore, the Surveyor cannot ascertain the actual location of any underground utilities as shown hereon, or warrant that all underground utilities have been shown. CALL 811 BEFORE ANY CONSTRUCTION OR DIGGING OF ANY KIND.
  - The unit of measurement as shown hereon is decimals of a US Survey Foot.
  - This survey is not valid without the original seal and signature of the undersigned surveyor.
  - Please contact Troy Halliburton by phone at (256) 503-4639 or by email at thalliburton@gohsm.com with questions or comments regarding this survey.

**LEGEND**

● CONTROL POINT	UGD UTILITY AND DRAINAGE
○ BOLLARD	P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
□ MAIL BOX	M.B.L. MINIMUM BUILDING LINE
○ GAS VALVE	R.O.W. RIGHT OF WAY
○ GAS METER	B.F.E. BASE FLOOD ELEVATION
○ GAS MARKER	(R) RECORDED
○ CLEAN OUT	DB DEED BOOK
○ SIGN	PB PLAT BOOK
○ HANDICAP SIGN	Pg PAGE
○ DOWNSPOUT	BH BORE HOLE
○ TREE	LSA LANDSCAPE AREA
○ FIRE HYDRANT	CP CONTROL POINT
○ WATER VALVE	BM BENCHMARK
○ WATER METER	MH MANHOLE
○ FIRE DEPT CONNECTION	FL FLOW LINE
○ WATER SPIGOT	FFE FINISHED FLOOR ELEVATION
○ IRRIGATION CONTROL VALVE	SSMH SANITARY SEWER MANHOLE
○ LIGHT POLE	STMH STORM SEWER MANHOLE
○ UTILITY POLE	SWI SINGLE WING INLET
○ GUY ANCHOR	DWI DOUBLE WING INLET
○ GUY POLE	OTI OPEN THROAT INLET
○ POWER METER	GRT GRATE INLET
○ ELECTRIC BOX	RGRT ROUND GRATE INLET
○ TELEPHONE PEDESTAL	HW HEADWALL
○ COMMUNICATION MARKER	SPW SLOPED PAVED HEADWALL
○ COMMUNICATION MANHOLE	WW WING WALL
○ RAILROAD TRACKS	FES FLARED END SECTION
○ HAND HOLE	A/G ABOVE GROUND
○ TRANSFORMER CABINET	C/G CURB & GUTTER
○ UTILITY VAULT	DI DUCTILE IRON PIPE
○ GRATE INLET	PVC POLYVINYL CHLORIDE PIPE
○ STORM MANHOLE	PE POLYETHYLENE PIPE
○ SANITARY MANHOLE	CI CAST IRON PIPE
○ STORM SEWER	TC TERRA COTTA PIPE
○ SANITARY SEWER	WS WELDED STEEL PIPE
○ UNDERGROUND POWER	VCP VITRIFIED CLAY PIPE
○ OVERHEAD UTILITIES	RCP REINFORCED CONCRETE PIPE
○ UNDERGROUND COMM	CMP CORRUGATED METAL PIPE
○ UNDERGROUND GAS	CPP CORRUGATED PLASTIC PIPE
○ UNDERGROUND WATER	CONCRETE
○ UNKNOWN UTILITIES	ASPHALT
○ HAND RAIL	GRAVEL
○ FOUND MONUMENTATION (AS NOTED)	ZONE A or ZONE AE (SPECIAL FLOOD HAZARD)
○ IMPERVIOUS SPOT ELEVATION	
○ PERVIOUS SPOT ELEVATION	

**Certification:**  
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: *Charles Troy Halliburton*  
Alabama License No.: 29981 Date: 1/12/2024



**PROJECT CONTROL INFORMATION**

NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP1	1519368.80	382968.85	629.12	1/2" CAPPED "HSM CONTROL" REBAR
CP2	1519244.42	382637.26	630.08	1/2" CAPPED "HSM CONTROL" REBAR

**FLOOD ZONE INFORMATION:**

According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for City of Madison, Alabama (community panel 010108), map number 01089C0311F, map revised date August 16, 2018, this site lies within Zone X (unshaded) defined as "Area of minimal flood hazard;" and Zone A without Base Flood Elevation (BFE).

DRAWN BY	CTH	CHECKED BY	CTH
SCALE	1"=30'	DATE	1/12/2024
PROJECT	MADISON CITY TOWN MADISON PART OF LOT 2, HEXAGON PARK, PH. I (PB: 2022, PG. 492) MADISON COUNTY, ALABAMA		
CLIENT	J.M. PHILLIPS ENGINEERING, LLC PO BOX 2612 HUNTSVILLE, AL 35804		
TITLE	TOPOGRAPHIC SURVEY		
NO.	DATE	REVISION DESCRIPTION	

**HALLIBURTON SURVEYING & MAPPING, INC.**  
PO BOX 18632  
HUNTSVILLE, AL 35804  
P: 256.503.4639  
gohsm.com



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HUNTSVILLE, AL 35804  
P: 256.503.4639  
gohsm.com

HSM PROJECT NO.	23-141	CLIENT PROJECT NO.	
SHEET NO.	1 OF 1		

**RESOLUTION NO. 2024-121-R****A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH OPERATION UNDERGROUND RAILROAD FOR AN ELECTRONIC DEVICE DETECTION CANINE**

**WHEREAS**, a Madison family, wishing to remain anonymous, has offered to donate \$21,500 to the City so that the Police Department can acquire an electronic device detection and therapy canine (herein "K9"); and

**WHEREAS**, the K9 will be trained to search for and identify electronic devices and electronic storage media that perpetrators of human trafficking and other sex crimes may attempt to hide from investigators; and

**WHEREAS**, in accepting this donation and partnership with Operation Underground Railroad ("herein O.U.R.") the City will pay to lodge and take care of the canine and pay an additional \$920 a year to recertify the canine.

**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 Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "The Mutual Agreement Document" to memorialize the City's agreement with O.U.R. for the acquisition, care and training of the K-9; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the renewed MOU for the upcoming fiscal year 2024, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th 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



# ELECTRONIC DEVICE DETECTION & THERAPY K9



A local family has generously donated to Operation Underground Railroad (O.U.R.) to support an EDD K9 for Law Enforcement in the Madison area.

O.U.R. helps lead the fight in the U.S. and worldwide against child sexual exploitation and human trafficking. They offer invaluable resources and support to law enforcement, as well as offering trauma-informed person-centered aftercare for survivors.





The TVRCFL, partnered with Madison PD, supports Local, State and Federal Law Enforcement, including Internet Crimes Against Children and Violent Crime Task Forces, with scene searches throughout the Tennessee Valley Region.



## About Us

- Last year the Tennessee Valley Regional Computer Forensics Laboratory Task Force supported more than 22 on-site searches.





**"WHAT HAVE WE MISSED?"**

**"DID WE FIND THAT CRUCIAL PIECE OF EVIDENCE?"**

**ELIMINATE THE CHANCE OF MISSING KEY ELECTRONIC EVIDENCE**



# Financials



	Budget Year	One Time Cost	Annual Cost
<b>Prepaid From O.U.R. Grant/Donation</b>			
<ul style="list-style-type: none"> <li>Purchase of Canine</li> <li>Initial Training Certification</li> </ul>	2024	<b>\$15,000</b>	
<ul style="list-style-type: none"> <li>Initial Training Certification</li> </ul>	2024	<b>\$500</b>	
<ul style="list-style-type: none"> <li>Training Lodging and travel</li> </ul>	Annually	<b>\$1900</b>	
<ul style="list-style-type: none"> <li>Annual Recertification</li> </ul>	Annually		<b>\$300</b>
<ul style="list-style-type: none"> <li>Collars, Leashes, Harness, other equipment</li> </ul>		<b>\$350</b>	
<ul style="list-style-type: none"> <li>Kennel (Portable, includes vehicle transport)</li> <li>Vehicle Heat Alarm (<i>Separate Grant</i>)</li> </ul>	2024	<b>\$800</b> <b>\$3000</b>	
<b>Totals of Covered Costs</b>		<b>~ \$21550</b>	<b>~ \$300</b>
<b>Expenses</b>			
<ul style="list-style-type: none"> <li>Vet Services</li> </ul>	Annually		\$300
<ul style="list-style-type: none"> <li>Food</li> </ul>	Annually		\$400
<ul style="list-style-type: none"> <li>Training Lodging (3 Day Recert)</li> </ul>	Annually		\$220
<b>Total Expenses</b>		~	<b>~ \$920</b>

# TRAINING

JORDAN DETECTION K9 – INDIANAPOLIS, IN  
RECOGNIZED AS THE NATION’S PREMIERE  
ESD K9 PROGRAM.

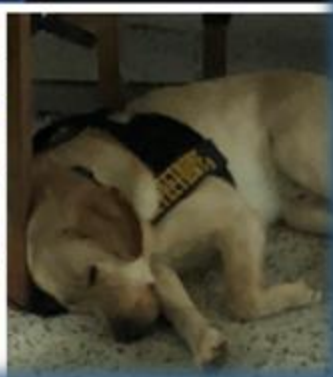
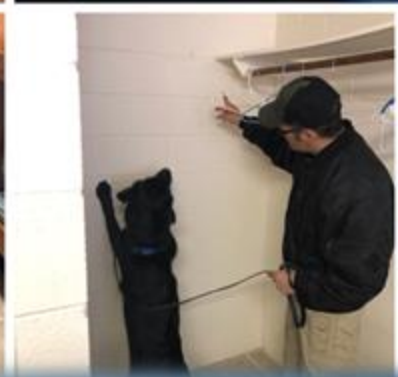




## WHAT SETS US APART

---

Our K9s are ready to work prior to being placed with a handler. Todd Jordan's experience as a K9 handler and close working relationship with local agencies provides us the opportunity to train our dogs in situations they will experience in the field. Because our K9s are thoroughly trained, the new handler will not have to attend months of training in order to begin utilizing the new dog. Our K9s are taught to methodically search an area, whether large or small, using the same technique and manner each time. This method of training ensures your K9 will complete searches the same way, each time, no matter the situation they are placed in.





## CORE VALUES

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Our K9s are hand-picked, based on their willingness to please and their willingness to work. Most of our K9s are second-career, choice-assistance dogs. We also work closely with several Labrador rescues, in order to give good dogs a chance at a fulfilling life. We believe the Labrador Retriever is the best dog to be utilized for this type of work. Therefore, that is the only breed available through our company. Given the sensitivity of the nature of the search warrants, we are also finding the Labrador to be a wonderful breed when it is utilized around children involved in cases. The Labrador is a friendly breed that has proven to be an asset in the de-escalation of situations involving children during warrant and questioning situations.

We select dogs with high energy and hunt drives. We believe that much like humans, dogs have very individual personalities. We believe it is of high importance to match our K9's personalities with their handler's personalities. This is imperative to form the bond that a handler needs to have, in order to allow their K9 partner to perform at a high level. We individually screen each handler to make sure we place the proper K9 with you the first time.





## Some of the Electronic Detection K9's 2023 Stats...

Agency	State	K9	# of Warrants Deployed	# of Survivors Rescued	# of Arrests
Woods Cross Police Department	UT	Flash	24	72	19
Kentucky State Police	KY	May/Cam	17	9	15
Pennsylvania Office of Attorney General	PN	Emery	14	1	10
Cabarrus County Sheriff's Office	NC	Mac	13	3	12
Isle of Wight Sheriff's Office	VA	Pixel	17	1	7
Chesapeake Police Department	VA	Quincy	15	2	13





## DEPLOYMENT OPPORTUNITIES

In addition to providing you and your organization with a K9 that is exceptional at the detection of electronic storage media, we work with each handler and agency to support other mission deployments such as de-escalation, workplace therapy and victim disclosures. Specifically, and in cooperation with other ICAC investigators, we believe that our K9s can be used to diffuse volatile, emotional, or otherwise stressful situations created by the execution of a search warrant. When tensions are high and families are faced with the uncertainty of what is transpiring, our K9s can be deployed as a calming mechanism to assist in de-escalating an otherwise intense scene.



Additionally, we understand that it is the goal of each investigation to obtain a statement from possible child victims at the scene. Often times, these children are distraught, scared, or otherwise emotionally unable to cooperate with investigators at the scene. There has already been an abundance of studies conducted that show the impact a dog can have in calming a child victim, and they are often used in child forensic interviews or courtroom testimony. We believe this can extend to the field and have an even greater impact on child victim disclosures of sexual abuse, when present.



Dually trained as Therapy K9, the program will support Officers Wellness and Peer Support program. Prioritizing Officer and Professional Staff wellness, as well as providing support for trauma and domestic violence victims.

# Therapy K9

## Ideal for Police/Community Interactions

### Contributing to Health and Wellness in the Department



In the department, Charlie, Finn, and Maxie perform another important job: supporting the health, wellness and job satisfaction of officers and civilian staff.

Said Hawkins, "The original impetus for developing this program was actually the officer health and wellness benefits. There were a lot of negative things going on in the country at the time, and we were seeing a high level of stress in our workplace. So we were looking for innovative strategies to boost morale for our administrative and sworn staff."

Before starting the program, Hawkins asked for volunteers to create a committee to discuss whether a therapy dog program would work and how to set one up. Fourteen employees, sworn and non-sworn, from units across the agency volunteered.

"We saw comfort dogs being used in courts, airports, and other high-stress locations to relieve anxiety and reduce tension. And after doing some research, we realized that they could reduce stress and create a congenial atmosphere in our own workplace.

"They're now at roll calls, in office space, and other places. Just hanging out in our stationhouses helps de-stress the environment and provide comfort to our people. You can see the professional staff light up when they come into their workspace. They create a healthy ambience and relax people."

[City of Hope research](#) has shown that the presence of therapy animals can lower blood pressure and decrease anxiety. Just petting a dog can improve a person's mood and increase their feeling of well-being, which can lead to better relationships within the department. Additionally, dogs can act as icebreakers in tense situations, creating a sense of safety that enables people to open up.

Said Meehan, "When we started out, the program got pushback from some of the rank and file. Officers can be hesitant to change, but now they are our biggest fans. They even carry treats in their pockets. Charlie and Maxie won over a lot of people."



# THANK YOU

For Your Consideration



OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT  
SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the **Madison Police Department**, each reserving the right to withdraw from the MAD with 30- day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations.

O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the Electronic Storage Detection Dog or any other subsequent contributions.

The receiving LEA is required to report requested information to O.U.R., bi-monthly, for a period of sixty months from receipt of the K9.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this canine, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donated canine. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located by the donated canine leads to the identification of a victim/s, the LEA agrees to provide O.U.R. the number of victims identified; however, O.U.R. and the LEA acknowledge all privacy rules and statutes protecting the identity of said victims. Nothing in this agreement shall be construed to provide O.U.R. with any such prohibited confidential information such as the names or addresses of such victims. These reports are requested to facilitate program evaluation, and most importantly assure our donors that these extraordinary dogs are doing things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.



Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder. Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgement of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

Certain donors like to name the dogs they sponsor. In such cases we respectfully ask the receiving LEA to honor this request. If no name is requested by the sponsor, you will be notified by Jordan Detection K-9 to name your dog at the appropriate time.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

The receiving LEA shall not, and shall use commercially reasonable efforts to cause its employees and agents not to, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, including but not limited to any press release or public filing, or take any action which may, directly or indirectly, disparage O.U.R. or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, or damage any of their reputations. Notwithstanding the foregoing, nothing in this MAD shall preclude the receiving LEA from making truthful statements that are required by applicable law, regulation, or legal process, provided that the receiving LEA shall provide O.U.R. with written notice of such statements, which notice shall include the content of such statements. The provisions of this section shall survive the expiration or earlier termination of this MAD.

The receiving LEA shall not deviate from the training and certification methods illustrated, taught, received, and mandated by staff at Jordan Detection K9 in Indiana, U.S.A. Any deviation from these trained and certified methods will result in the loss of K9 sponsorship and support from O.U.R. In addition, the ESD K9 handler and ESD K9 will be deemed uncertified by both Jordan Detection K9 as well as O.U.R.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

**Designated LEA Point of Contact for Reporting: Captain Mike Allen Phone number: 256-772-5693**

**Email: [mike.allen@madisonal.gov](mailto:mike.allen@madisonal.gov)**

**Designated LEA Media Representative: Captain Terrell Cook Phone number: 256-772-6252**

**Email: [terrell.cook@madisonal.gov](mailto:terrell.cook@madisonal.gov)**

The following donations, or forms thereof, will be provided to the **Madison Police Department**:

- 1) Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9, travel to/from participating agency, lodging, and if needed, rental vehicle for the two-week initial certification course. (Wages and per-diem are the responsibility of the LEA)
- 2) OUR approved ESD K9 gear and equipment for initial certification. Includes supplies needed for the initial certification phase of the dog (Leash, utility type strap/vest, chew toys, bowls only)
- 3) Annual recertification fees for the ESD K9 only. (Travel, hotel, per diem, rental vehicle, etc. are not included for annual ESD recerts and are the responsibility of the LEA)

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

\_\_\_\_\_  
O.U.R. Representative Name

\_\_\_\_\_  
O.U.R. Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Madison Police Department**

\_\_\_\_\_  
Chief Johnny L. Gandy  
\_\_\_\_\_  
**Law Enforcement Representative Name**

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

ATTEST:  
\_\_\_\_\_  
Lisa D .Thomas, CMC  
City Clerk-Treasurer

# Financials



	Budget Year	One Time Cost	Annual Cost
<b>Prepaid From O.U.R. Grant/Donation</b>			
• Purchase of Canine	2024	\$15,000	
• Initial Training Certification	2024	\$500	
• Initial Training Certification	2024	\$500	
• Training Lodging and travel	Annually	\$1900	
• Annual Recertification	Annually		\$300
• Collars, Leashes, Harness, other equipment		\$350	
• Kennel (Portable, includes vehicle transport)		\$800	
• Vehicle Heat Alarm ( <i>Separate Grant</i> )	2024	\$3000	
<b>Totals of Covered Costs</b>		<b>~ \$21550</b>	<b>~ \$300</b>
<b>Expenses</b>			
• Vet Services	Annually		\$300
• Food	Annually		\$400
• Training Lodging (3 Day Recert)	Annually		\$220
<b>Total Expenses</b>		<b>~</b>	<b>~ \$920</b>