



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
January 22, 2024

AGENDA NO. 2024-002-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons - Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-01-RG, dated January 08, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor to Michelle Linville of Big Brothers Big Sisters of the Tennessee Valley designating the month of January as National Mentoring Month in the City of Madison, Alabama

B. Presentation of Proclamation by Mayor to the Junior League of Huntsville designating the month of January as Human Trafficking Awareness Month in the City of Madison, Alabama

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular & Periodic Bills to be paid

- B. **Resolution No. 2024-017-R:** Declaring a defective Stalker Patrol 1 Antenna Radar Package formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property
- C. **Resolution No. 2024-018-R:** Authorizing acceptance of a quotation from Computational Hydraulics International for software subscription services in the amount of \$2,400 (to be paid from Engineering Department Budget)
- D. **Resolution No. 2024-019-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 060905 in the amount of \$5,586.67, minus \$500.00 deductible, for damage which occurred to Police Vehicle (Unit 66)
- E. **Resolution No. 2024-020-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 061054 in the amount of \$1,887.40 for damage which occurred to Police Vehicle (VIN No. 7747)
- F. **Resolution No. 2023-032-R:** Acceptance of pro rata share of deductible that was recovered for claim #056436 from Alabama Municipal Insurance Corporation. Claim which occurred on October 7, 2021. The pro rata deductible amount recovered is \$213.45.(to be deposited into General Operating Account)
- G. **Resolution No. 2023-033-R:** Acceptance of pro rata deductible share recovered, in the amount of \$314.00, from Alabama Municipal Insurance Corporation for Claim No. 059907 for incident which occurred on May 7, 2023 (to be deposited into General Operating account)
- H. Authorization of payment to CDG in the amount of \$8,375.00 for Professional Services through December 15, 2023 performed on Project Number 23-008 | County Line Road and Royal Drive Extension (to be paid from Fund 38)
- I. Authorization of payment (Draw #6) to Enfinger Development, Inc. in the amount of \$35,717.40 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Mr. Damian Bianca to Zoning Board of Adjustment & Appeals, Place No. 3 for January 23, 2024 – December 31, 2026 Term
- B. Appointment of Mr. David Kessler to Zoning Board of Adjustment & Appeals, Supernumerary 1 Position for January 23, 2024 – December 31, 2026 Term
- C. Reappointment of Mr. Michael Harbour to Zoning Board of Adjustment & Appeals, Place No. 2 for January 23, 2024 - December 31, 2026 Term

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

COURT

- A. **Resolution No. 2024-034-R:** Authorizing the disposal of certain Municipal Court Department records in accordance with the Alabama Unified Judicial Record Retention Schedule

ENGINEERING

- A. **Resolution No. 2024-021-R:** Authorizing a Professional Services Agreement with J. W. Kennedy and Associates, P.C. in an amount not to exceed \$2,400.00 for two deeds and legal descriptions on Project No. 22-035 | Highland Ditch Rehab (to be funded by Engineering Department budget)
- B. **Resolution No. 2024-022-R:** Approving a Memorandum of Agreement with the Madison County for Roadway Striping (to be paid from departmental budget)
- C. **Resolution No. 2024-025-R:** Authorizing a Professional Services Agreement with Halliburton Surveying & Mapping, Inc. in an amount not to exceed \$1,800.00 for a Right-of-Way Survey along Hughes Road at The Villas at Madison Condominium on Project No 24-010 (to be paid from Engineering Department budget)
- D. **Resolution No. 2024-026-R:** Authorizing an Agreement with OMI, Inc. to obtain inclinometer readings for the Hughes Road railroad overpass in the amount of \$2,983.00 (to be paid from departmental budget)

FACILITIES AND GROUNDS

- A. **Resolution No. 2024- 029-R:** Authorizing a 12-month lease for dwelling located at 28720 Browns Ferry Road

FIRE & RESCUE

- A. **Resolution No. 2024-024-R:** Authorizing a Professional Services Agreement with Vickers Consulting Services for grant writing services in the amount of \$1,200 (to be paid from Fire Department budget)

INFORMATION TECHNOLOGY

- A. **Resolution No. 2024-027-R:** Authorizing the Mayor to accept a quotation from Tyler Technologies, Inc. for New World Systems software and maintenance support services in the amount of \$69,859.03 (to be paid from Information Technology Department budget)

PLANNING

- A. **Proposed Ordinance No. 2024-011:** Vacation of utility and drainage easement located within Tract N-3 of the Final Plat of Town Madison Subdivision - Phase 13 (First Reading on January 8, 2024)

PUBLIC WORKS

- A. **Resolution No. 2024-030-R:** Authorizing renewal of Third-Party Billing Agreement with Huntsville Utilities

RECREATION

- A. **Resolution No. 2024-028-R:** Declaring an emergency need for repairs to the WestCo Field fence and authorizing a contract without bid for such repairs (an amount not to exceed \$300,000 to be paid from Parks and Recreation 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. 2024-01-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
January 08, 2024**

The Madison City Council met in regular session on Monday, January 08, 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, Crosspoint Church provided the invocation followed by the Pledge of Allegiance led by Cub Scout Troop 350.

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, Administrative Assistant Myranda Staples, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Economic Development and External Affairs Officer Traci Gillespie, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, City Manager Steve Smith, Director of Development Services Mary Beth Broeren, Special Operations Chief and City Safety Manager Steve Perry.

Public Attendance registered: Margi Daly, Jennifer Coe, John Dees, Debbie Overcash, Linda Knowles, John Merrill, Aaron Clingerman, John Cole, Dee Voelkel, Judy Miller

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2023-24-RG DATED DECEMBER 18, 2023

Council Member Spears moved to approve Minutes No. 2023-24-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

MADISON STATION HISTORIC PRESERVATION SOCIETY ANNOUNCE THEIR WINNERS OF THE 2023 MADISON STATION POLAR EXPRESS CHRISTMAS ON MAIN – PRESENTED BY DEBBIE OVERCASH

Ms. Overcash thanked Mayor Finley, Council Member Denzine, Council Member Wroblewski, and Council Member Powell for participating in the Christmas Capers event. She also thanked the Madison Community Orchestra, Rotary Club of Madison, Todd Phillips, the City Clerk Department for taking care of the finances, and the many businesses who made very generous donations for their support in the event.

Ms. Overcash went on to thank everyone involved in the success of the Madison Station Polar Express Christmas on Main event. The following awards were presented:

2023 Madison Choice Award – American Legion Post 229 and Auxiliary Post 229
 2023 Merry and Bright Award - The Flower Shop of Providence
 2023 Holly Jolly Most Holiday Inspired Award – I Vote Madison

MADISON CHRISTMAS PARADE AWARDS, PRESENTED BY DEBBIE OVERCASH

Ms. Overcash gave an overview of the parade, stating that although the parade had to be rescheduled due to bad weather, the parade went off without a hitch. The following awards were presented:

2023 Merry and Bright Award - Girl Scouts of North Central Alabama Service Unit 212
 2023 Holly Jolly Award - Madison Mission Pathfinders and Adventurers
 2023 Committee Choice Award - Cub Scout Pack 351

PUBLIC COMMENTS

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MS. JUDY MILLER (DISTRICT 4)

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

- Better handicap accessibility
- Dirty Streets
- Transportation

MR. BOB PETERS

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

- Resolution No. 2024-004-R

MS. JENNIFER COE (DISTRICT 5)

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

- Resolution No. 2024-003-R
- Resolution No. 2024-004-R
- Resolution No. 2024-010-R
- Resolution No. 2024-016-R

MR. JOHN COLE (DISTRICT 5)

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

- Thanked the City Council, Mayor, City Engineer, and Police for posting signs and reflectors on the bridge on Browns Ferry
- Resolution No. 2024-004-R

MS. MARGI DALY (DISTRICT 6)

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

- Listed the achievements of the City Council for 2023
- Public speaking time
- Unsafe roads
- Sidewalks
- Increased franchise fees
- Tornado shelters

MR. JEFFREY JOHNSON (DISTRICT 4)

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

- Resolution No. 2024-003-R

- Resolution No. 2024-004-R
- Resolution No. 2024-016-R

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order.

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

General Operating Account	\$2,386,131.87
Special General Operating Accounts	\$319.30
ADEM Storm Drainage	\$1,295.56
½ Cent Capital Replacement	\$95,326.19
Gasoline Tax & Petroleum Inspection fees	\$144,997.38
Street Repair and Maintenance	\$354.66
CIP Bond Accounts	\$443,702.05
Library Building Fund	\$6,038.54

Regular and periodic bills to be paid

Resolution No. 2024-001-R: Authorizing a Property Use Agreement with Sumitomo Rubber USA, LLC d/b/a Dunlop Tire for police emergency driver training (no cost to the City)

Resolution No. 2024-002-R: Providing for the disposition of personal property of negligible value (cameras), formerly used by the Police Department, via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances

Resolution No. 2024-003-R: Approving an Annual Appropriation Agreement with Getting Real About Mental Illness for FY 2024 in the amount of \$2,500 (to be paid from General Operating account)

Resolution No. 2024-004-R: Approving an Annual Appropriation Agreement with Global Ties for FY 2024 in the amount of \$2,500 (to be paid from General Operating account)

Resolution No. 2024-010-R: Authorizing a renewal agreement with ESO in the amount of \$495.00 for subscription to historical data (to be paid from Fire Department budget)

Resolution No. 2024- 016-R: Authorizing a Change Order to the agreement for installation of the Pickleball Field lighting at Wellness Center (\$71,900 to be paid from Recreation Budget)

Acceptance of donations from L. Tucker in the amount of \$30.00, J. Caldwell in the amount of \$500.00, and St. John the Baptist Catholic Church in the amount of \$2,000.00 (to be deposited into Senior Center Donations account)

Acceptance of anonymous donation in the amount of \$100.00 for use by the Recreation Department (to be deposited into the Recreation Department Donation Account)

Mayor Finley wanted to take this time to clarify some items on the Consent Agenda. He clarified that the pickleball lighting is in great shape, the lighting for the softball and baseball fields is what needs to be worked on. The electrical panels are what need to be repaired due to damage done by lightning.

Regarding Global Ties, this resolution is meant to help the Japanese, Korean, and Ukrainian families with transportation to places they need to be, connecting them with places that offer them support such as translation services, as they acclimate to our city, and to be a liaison for foreign groups.

Council Member Spears asked if the verbiage can be changed for Resolution 2024-016-R to highlight that the lighting is not for the pickleball courts, but for the baseball and softball fields, it is on the same contract.

Council Member Wroblewski moved to amend the description of Resolution No. 2024-016-R from reading “pickleball field lighting” to “softball/baseball field lighting.” Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion Carried

Council Member Powell moved to amend Resolution No. 2024-004-R to reflect the three purposes the funds will be used for- transportation, translation, and liaison services. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion Carried

Council Member Spears moved to approve the Consent Agenda. 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:

- Presented a new Committee he would like approval on, Civic Awareness Academy. The purpose of this academy is to inspire positive change in Madison through community engagement and involvement. Mayor Finley reviewed the mission, requirements to attend the meetings and the details of what the academy involves. He presented a Power Point with a breakdown of each session and what they all entail. Mayor Finley would like the first Academy to begin in March. The main point of contact for this program is Economic and External Affairs Officer Traci Gillespie. Council Member Denzine asked about the selection process, and Mayor Finley reviewed the mission of the program.
- Mayor Finley and City Clerk-Treasurer Lisa Thomas will be meeting with the schools on Thursday regarding the Limestone County voting location
- Wednesday at 2:00 at Station 1, Kids to Love will be formally opening the first Baby Box in Alabama

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Wished everyone a Happy New Year
- Mark your calendar for our annual event of Readyfest on February 24th at Discovery Middle School from 9 am-1 pm

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Excited that we have a Baby Box as an option to give people in difficult situations

- Wished everyone a Happy New Year

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Very happy about the purchase of the large ornament that was made two years ago, as it made for a great photo op this year
- Christmas Capers was a wonderful event and had a great time participating
- Christmas Parade was a great event for families

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:

- We will be gearing up with Work Sessions again, with the first one is scheduled for January 24th at 5:30 pm here in the Council Chambers
- Thanked BSA Troop 404 for inviting her to visit with them

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Wished everyone a Happy New Year
- Hopes everyone will be more involved and will start to participate more

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- No new business

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF MIKE POTTER TO PLACE 7 ON THE MUNICIPAL CEMETERIES COMMITTEE BY ACCLAMATION

Council Member Wroblewski nominated Mike Potter to Place 7. There being no further nominations, Mr. Potter was appointed by acclamation

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for

the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

RESOLUTION NO. 2024-005-R: REQUEST FOR A SPECIAL RETAIL – MORE THAN 30 DAYS – ALCOHOL LICENSE FROM MADISON CROSSINGS LLC., DOING BUSINESS AS MONARK GROVE MADISON FOR THEIR LOCATION AT 11260 COUNTY LINE ROAD

Deputy Revenue Officer Ivon Williams explained the reasoning for this request, detailing that the facility has a Bistro/Pub on premises and would like to serve cocktails to their residents.

Margi Daly wanted clarification as to where the facility was located. She expressed that she felt it was a good thing that the residents in this facility will have this option.

A representative from Monark Grove explained that this license is just to provide their residents with cocktails at their Bistro, primarily during lunchtime

Council Member Wroblewski moved to approve Resolution No. 2024-005-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

COURT

RESOLUTION NO. 2024-012-R: AUTHORIZING RENEWAL OF AN AGREEMENT WITH MADISON COUNTY FOR THE HOUSING OF INMATES FOR 2024

Council Member Wroblewski moved to approve Resolution No. 2024-012-R. Council Member Denzine 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
Council Member John Seifert

Aye
Aye

Motion carried.

ENGINEERING

Director of Engineering Michael Johnson presented his Annual Report

ANNUAL REPORT AND PRESENTATION ON REBUILD ALABAMA GAS TAX FUNDS

Budgeted Funds by Source:

2 Cent, 4 Cent, 5 Cent, & 7 Cent Gas Tax - \$1,380,00

2019 Gas Tax (Sullivan Road Resurfacing) - \$275,000

Budgeted Total FY2023 - \$1,655,000

Revenue Collected by Source:

2 Cent Gas Tax - \$603,084

4 Cent Gas Tax - \$283,620

5 Cent Gas Tax - \$104,915

7 Cent Gas Tax - \$541,919

2019 Gas Tax - \$369,166

Expenditures by Source:

2 Cent, 4 Cent, 5 Cent, & 7 Cent Gas Tax - \$773,874

2019 Gas Tax (Sullivan Road Resurfacing) - \$0

Total Expenditures FY2023 - \$773,874

RESOLUTION NO. 2024-009-R: AWARDING OF BID NO. 2023-012-ITB, TREE REMOVAL SERVICES, TO TREE WORX, LLC, IN THE AMOUNT OF \$33,897.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-009-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Council Member John Seifert

Aye

Motion carried.

RESOLUTION NO. 2024-014-R: AUTHORIZING AN AMMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES ON PROJECT 19-047 I WALL TRIANA HIGHWAY FROM GRAPHICS DRIVE TO I-565 (ATRIP2-45-2020-327) IN AN AMOUNT NOT TO EXCEED \$14,347.95 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-014-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-015: AMMENDMENT TO THE CITY'S FLOOD ORDINANCE (FIRST READING)

This is a first reading only

FIRE AND RESCUE

RESOLUTION NO. 2024-008-R: AUTHORIZING A FACILITIES USE AGREEMENT WITH MADISON CITY SCHOOLS FOR THE CITY TO USE THE DISCOVERY MIDDLE SCHOOL GYM AND NORTH PARKING LOT ON FEBRUARY 24, 2024 FROM 7:00 AM-3:00 PM FOR READYFEST 2024 (NO COST TO THE CITY)

Council Member Wroblewski moved to approve Resolution No. 2024-008-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2023-419: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS SUBDIVISION – PHASE 1 (FIRST READING 12/18/2023)

Council Member Powell moved to approve Ordinance No. 2023-419 Council Member Seifert seconded. The vote was taken and recorded as follows:

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

PROPOSED ORDINANCE NO. 2024-011: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT N-3 OF THE FINAL PLAT OF TOWN MADISON SUBDIVISION – PHASE 13 (FIRST READING)

This is a first reading only

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

No miscellaneous business or announcements

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:18 p.m.

Minutes No. 2024-01-RG, dated January 08, 2024, read, approved and adopted this 22nd day of January 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

PROCLAMATION NATIONAL MENTORING MONTH

WHEREAS, everyone remembers someone special – a neighbor, teacher, relative or friend who ignited and/or defended our potential; and

WHEREAS, one way to return the favor is to mentor a child; and

WHEREAS, every adult has something to offer, and an hour a week can make a big difference in a child's life; a mentor does not have to change his or her life to change a child's; and

WHEREAS, research has shown that children engaged in the one-to-one, professionally supported mentoring programs like Big Brothers Big Sisters are more likely to finish high school and less likely to begin using drugs and alcohol, skip school, or be involved in violence; and

WHEREAS, in Madison, AL there are many young people who want and would benefit from having a mentor; and

WHEREAS, January has been designated as National Mentoring Month, calling on adults across America to get involved with mentoring programs

NOW, THEREFORE,

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

**JANUARY 2024
as
NATIONAL MENTORING MONTH**

in the City of Madison, Alabama and call upon public officials, business and community leaders, and educators, and encourage all citizens, businesses, public and private agencies, religious and educational institutions to support mentoring and give young people in our community the gift of time and friendship through programs such as Big Brothers Big Sisters of the Tennessee Valley.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 22nd day of January, 2024.

Paul Finley, Mayor



PROCLAMATION

Human Trafficking Awareness Month

WHEREAS, human trafficking is a very real problem facing the world today. Although it can take many forms, including debt bondage, forced marriage, slavery and commercial sexual exploitation, in every case it goes against the core principles of individual freedom and civil rights that our state and nation stand for. The City of Madison, Alabama, is committed to ensuring that our community remains on the front lines in combating this deplorable crime; and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of human trafficking. However, the U.S. Department of State estimates that anywhere from 600,000 to 800,000 people are trafficked across international borders each year. Most victims of human trafficking are women or children who have been marginalized and isolated from society. The difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it; and

WHEREAS, the first step in eliminating human trafficking is to educate others. We must work to ensure that all our residents are aware of this problem and how to spot it. We must work together as a community so that human traffickers are punished and to protect and assist their victims. Through the vigilance and perseverance of our citizens, effective enforcement of justice will someday be a reality; and

WHEREAS, we ask all residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustices

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

January 2024

as

Human Trafficking Awareness Month

in the City of Madison, Alabama.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 22nd day of January, 2024.

Paul Finley, Mayor

RESOLUTION NO. 2024-017-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:

Quantity	Description
1	Stalker Patrol 1 Antenna Radar Package Asset Tag No. 002423

; 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.

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 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 002423 (MPD# 5412)

(Existing Assets Number)

Section 2

Date: 01/02/2024

Department: Police

Item Description: Stalker Patrol 1 Antenna Radar Package

Serial/Model #: 15419

New: ☐ Used: ☐

Location: Patrol

Vendor Name: Applied Concepts/Stalker Radar

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

Date Item Acquired: 12/05/2023

Cost or Donated Value: \$1,295.00

Enhancements:

Broken; Sending back for new one; will acquire new Asset Tag for new Radar

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)

01/02/2024

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

RESOLUTION NO. 2024-018-R**A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION WITH
COMPUTATIONAL HYDRAULICS INTERNATIONAL**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement for an annual software license subscription service with Computational Hydraulics International (herein "CHI") for IT support software, said document to be substantially similar in purpose, intent, and composition to the attached quote dated January 2, 2024. 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 CHI, in the amount(s) and manner authorized by the proposed quote accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of January 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 22nd day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

Computational Hydraulics Int.

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

Quote Q27453

Tuesday, January 2, 2024

Client Information

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

Email: eduard.morgan@madisonal.gov
Tel: 256-774-4414
Fax:

Shipping Address

Same as client address above...

Billing Address

Same as client address above...

Item	Description	Unit Price	Quantity	Amount
S222	PCSWMM Professional 2D single user subscription 818022 (Jan 25, 2024 to Jan 25, 2025)	\$2,400.00	1	\$2,400.00
SubTotal:				\$2,400.00
Total in US dollars:				\$2,400.00

To confirm this order and enter your payment information, please go to:
<http://www.chiwater.com/pay.asp?Item=Q27453&Name=Morgan>

This quote is valid till March 2, 2024.

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

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. 2024-019-R

WHEREAS, on October 25th, 2023, at 1:35 p.m. which loss upon the best knowledge and belief of insured was caused by a collision. A Code Enforcement Officer collided with the rear passenger quarter panel of a vehicle traveling from Lanier Road to Madison Blvd.

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 \$5,586.67, with a deductible of \$500.00, the full and final settlement of \$5,086.67.

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 \$5,586.67, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$5,086.67. 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 22nd day of January, 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January, 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281261
POLICY NUMBER
October 1, 2023
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

060905AK
ADJUSTER FILE NUMBER
060905AK
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.
2020	Ford	F150	1FTMF1E55LFA73621

**DATE OF LOSS
CAUSE**

A loss occurred on the 25th day of October, 2023, about the hour of unk o'clock A.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 \$5,586.67
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$5,086.67

**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.

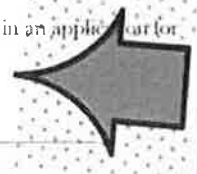
The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

*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: 12-14-23

SIGNATURE

Paul Turley



Witness: _____

Subscribed and sworn to before me this 14 day of December, 2023



Kerri Sulyma

NOTARY PUBLIC

RESOLUTION NO. 2023-254-R

WHEREAS, on May 25, 2023, at 1:01 p.m. which loss upon the best knowledge and belief of insured was caused by pursuing a suspect. Officer drove through the hedge row, causing vehicle damage.

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 \$8,905.01, with a deductible of \$500.00, the full and final settlement of \$8,405.01.

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 \$8,905.01, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$8,405.01. 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 28th day of August, 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August, 2023

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

061054CH
ADJUSTER FILE NUMBER
061054CH
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.
2014	Ford	Fusion	1FA6P0G76E5377747

DATE OF LOSS CAUSE

A loss occurred on the 1st day of December, 2023, about the hour of 2:38 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by OV backed into parked and unoccupied TV.

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 \$2,387.40
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$1,887.40

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: 12-14-23

SIGNATURE

Witness: _____

Subscribed and sworn to before me this 14 day of December, 2023



Kerri Sulyma
NOTARY PUBLIC



RESOLUTION NO. 2023-032-R**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 056436 FOR PARKS
AND RECREATION DEPARTMENT COLLISION DAMAGE**

WHEREAS, on October 7, 2021, which loss of the best knowledge and belief of insured was caused CV sideswiped a CV, struck IV and then struck two people.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a pro rata share of the deductible that was recovered for claim #056436. The pro rata shares of the insurance deductible recovery payment to the City of Madison in the amount of \$213.45.

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 pro rata share of the deductible that was recovered for claim number #056436 final settlement offer in the amount of \$231.45 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 22nd day of January, 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024

Paul Finley, Mayor
City of Madison, Alabama

Resolution No. 2024-032-R

Page 1 of 1



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: December 28, 2023
TO: City of Madison
FROM: Kelly Jackson
Accountant
RE: Recovery of Deductible

Enclosed is check #87986 for \$213.45 representing a pro rata share of the deductible that was recovered for claim #056436. 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	\$213.45

Claim Number: 056436 Claimant: City of Madison Payee:City of Madison, ETAL

Check Number: 87986 Total Check Amt: \$213.45 Event Date: 10/7/2021 Department: MAD City of Madison, ETAL

Adjuster Name:Grace Pendley Adjuster Phone #:(334)386-4269 Control Number: 0167666

Payee Tax ID:

Mail To Address : City of Madison, ETAL
100 Hughes Road
Madison, AL 35758

REMITTANCE STATEMENT- PLEASE DETACH BEFORE DEPOSITING

RESOLUTION NO. 2023-033-R**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 059907 FOR
MADISON POLICE DEPARTMENT COLLISION DAMAGE**

WHEREAS, on May 17, 2023, which loss of the best knowledge and belief of insured was A COLLISION.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a pro rata share of the deductible that was recovered for claim #059907AK. The pro rata shares of the insurance deductible recovery payment to the City of Madison in the amount of \$314.00.

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 pro rata share of the deductible that was recovered for claim number #059907AK 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 22nd day of January, 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 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: December 28, 2023
TO: City of Madison
FROM: Kelly Jackson 
Accountant
RE: Recovery of Deductible

Enclosed is check #88414 for \$314.00 representing a pro rata share of the deductible that was recovered for claim #059907. 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	\$314.00

Claim Number: 059907 Claimant: City of Madison Payee: City of Madison, ETAL

Check Number: 88414 Total Check Amt: \$314.00 Event Date: 5/17/2023 Department: MAD City of Madison, ETAL

Adjuster Name: Addison King Adjuster Phone #: (334) 386-4240 Control Number: 0168137

Payee Tax ID:

Mail To Address : City of Madison, ETAL
100 Hughes Road
Madison, AL 35758

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

www.alabamamunicipalinsurance.com

Invoice



City of Madison
100 Hughes Road
Madison, AL 35758

December 22, 2023
Project No: R929122556
Invoice No: 3076

Project R929122556 Madison - County Line Rd & Royal Dr Ext

Professional Services through December 15, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Field Survey	4,600.00	100.00	4,600.00
Traffic Study	7,600.00	100.00	7,600.00
Roadway Plans	26,000.00	100.00	26,000.00
Geotechnical Investigation	16,750.00	100.00	16,750.00
Letting Assistance Contract Procurement	3,300.00	0.00	0.00
Total Fee	58,250.00		54,950.00
	Previous Fee Billing		46,575.00
	Current Fee Billing		8,375.00
	Total Fee		8,375.00
	Total this Invoice		\$8,375.00

E. Michelle Dunson

1/9/2024

Fund 38

38-010-000-2941-07

Proj # 23-008

Consent Agenda 1/22/24

PAYMENT OPTIONS:

CHECK • ACH • ZELLE • CREDIT CARD

DISCLAIMER: Effective July 1, 2023, our credit card use fee has increased to 4% per payment.
For additional questions regarding this fee, please contact our Accounting Department at ap.processing@cdge.com.

TERMS: Net 10 Days. When submitting remittance, please include project number. Client shall pay all costs and fees, including, but not limited to, Attorney's fees, incurred by CDG in the collection of any sums due for services rendered and related service expenses.

Remit Payment to: Post Office Box 278, Andalusia, AL 36420

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Wednesday, January 3, 2024

Draw # 6

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	56%	\$406,360.76	\$372,263.36	\$34,097.40
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	90%	\$95,191.20	\$95,191.20	
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	61%	\$136,938.60	\$135,318.60	\$1,620.00
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	100%	\$53,152.51	\$53,152.51	
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	66%	\$918,345.00	\$882,627.60	\$35,717.40

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE 11/10/24

DEVELOPMENT MANAGER:

GARY GRAY

DATE 1-10-2024

APPROVED

Michael L. Johnson

Rev: 07/28/2015 gg

By Michael L. Johnson at 3:16 pm, Jan 09, 2024

Harbaugh & Sons Construction Co., Inc. 507 Cleveland Ave Huntsville, AL 35801														Madison Branch Roundabout Draw Cumulative Sheet COST CODE 10.1 SITE CONSTRUCTION														DRAW # 6	
														DATE: 12/25/2023															
Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job																
7/25/2023	\$731,889.00		\$731,889.00	1	5%	\$38,659.50	\$3,865.95	\$34,793.55	5%	\$3,865.95	\$38,659.50	\$34,793.55	\$693,229.50																
8/25/2023	\$731,889.00		\$731,889.00	2	9%	\$62,613.40	\$6,261.34	\$56,352.06	14%	\$10,127.29	\$101,272.90	\$91,145.61	\$630,616.10																
9/25/2023	\$731,889.00		\$731,889.00	3	23%	\$165,583.90	\$16,558.39	\$149,025.51	36%	\$26,685.68	\$266,856.80	\$240,171.12	\$465,032.20																
10/25/2023	\$731,889.00		\$731,889.00	4	7%	\$53,275.75	\$5,327.58	\$47,948.18	44%	\$32,013.26	\$320,132.55	\$288,119.30	\$411,756.45																
11/25/2023	\$731,889.00		\$731,889.00	5	13%	\$93,493.40	\$9,349.34	\$84,144.06	57%	\$41,362.60	\$413,625.95	\$372,263.36	\$318,263.05																
12/25/2023	\$731,889.00		\$731,889.00	6	5%	\$37,886.00	\$3,788.60	\$34,097.40	62%	\$45,151.20	\$451,511.95	\$406,360.76	\$280,377.05																
						451,511.95	\$45,151.20	\$406,360.76																					

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

Joey L. Harbaugh

DATE: 12/25/2023

APPROVED BY: ENFINGER DEVELOPMENT, LLC.
PRESIDENT:


OLLY ORTON

DATE: 2/10/25



APPROVED BY: DEVELOPMENT MANAGER:





GARY GRAY

DATE: 2-10-2024

Harbaugh & Sons Construction Co., Inc. 507 Cleveland Ave Huntsville, AL 35801										Madison Branch Roundabout				DRAW # 6	
Draw Cumulative Sheet COST CODE 12.2 ELECTRIC										DATE: 12/25/2023					
Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job		
7/25/2023	\$105,768.00		\$105,768.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00		
8/25/2023	\$105,768.00		\$105,768.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00		
9/25/2023	\$105,768.00		\$105,768.00	3	62%	\$ 65,220.12	\$ 6,522.01	\$ 58,698.11	62%	\$ 6,522.01	\$ 65,220.12	\$ 58,698.11	\$40,547.88		
10/25/2023	\$105,768.00		\$105,768.00	4	37%	\$ 38,945.38	\$ 3,894.54	\$ 35,050.84	98%	\$ 10,416.55	\$ 104,165.50	\$ 93,748.95	\$1,602.50		
11/25/2023	\$105,768.00		\$105,768.00	5	2%	\$ 1,602.50	\$ 160.25	\$ 1,442.25	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -		
12/25/2023	\$105,768.00		\$105,768.00	6		\$ -	\$ -	\$ -	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -		
						\$105,768.00	\$10,576.80	\$ 95,191.20							

SUBMITTED BY:	HARBAUGH & SONS / CONSTRUCTION CO., INC. JOEY HARBAUGH	Joey L. Harbaugh	DATE:	12/25/2023
APPROVED BY:	ENFINGER DEVELOPMENT, LLC. PRESIDENT:		DATE:	1/10/24
APPROVED BY:	DEVELOPMENT MANAGER:		DATE:	1-10-2024

Harbaugh & Sons Construction Co., Inc. 507 Cleveland Ave Huntsville, AL 35801										Madison Branch Roundabout				DRAW #:	
										Draw Cumulative Sheet					
										COST CODE 13.2 WATER				DATE: 12/25/2023	
Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job		
7/25/2023	\$225,382.00		\$225,382.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00		
8/25/2023	\$225,382.00		\$225,382.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00		
9/25/2023	\$225,382.00		\$225,382.00	3	8.34%	\$ 18,790.00	\$ 1,879.00	\$ 16,911.00	8.34%	\$ 1,879.00	\$ 18,790.00	\$ 16,911.00	\$206,592.00		
10/25/2023	\$225,382.00		\$225,382.00	4	58.37%	\$131,564.00	\$13,156.40	\$118,407.60	66.71%	\$ 15,035.40	\$ 150,354.00	\$ 135,318.60	\$75,028.00		
11/25/2023	\$225,382.00		\$225,382.00	5		\$ -	\$ -	\$ -	66.71%	\$ 15,035.40	\$ 150,354.00	\$ 135,318.60	\$75,028.00		
12/25/2023	\$225,382.00		\$225,382.00	6	0.80%	\$ 1,800.00	\$ 180.00	\$ 1,620.00	67.51%	\$ 15,215.40	\$ 152,154.00	\$ 136,938.60	\$73,228.00		
						\$152,154.00	\$15,215.40	\$136,938.60							

SUBMITTED BY:	HARBAUGH & SONS / CONSTRUCTION CO., INC. JOEY HARBAUGH	Joey L. Harbaugh	DATE:	12/25/2023
APPROVED BY:	ENFINGER DEVELOPMENT, LLC. PRESIDENT:		DATE:	1/10/24
APPROVED BY:	DEVELOPMENT MANAGER:		DATE:	1-10-2024

Madison Branch Roundabout

12/25/2023

Draw # 6

HARBAUGH

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Silt Fence TYPE A	2430	LF	\$ 4.00	\$ 9,720.00
2	Hay Bales - Chuck Dams	5	EA	\$ 30.00	\$ 150.00
3	Curlex Sedimentation Logs	10	EA	\$ 100.00	\$ 1,000.00
4	Pipe-Rap	40	LN	\$ 39.60	\$ 1,584.00
5	Seed - Disturbed Areas	5,535	SY	\$ 4.50	\$ 25,357.50
6	Construction Entrance & Maintenance (ROAD UP-KEEP)	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 52,627.50

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

DRAW #	% PREVIOUS	PREVIOUS DRAW AMOUNT	% THIS PERIOD	AMOUNT THIS DRAW	TOTAL % COMPLETE	TOTAL AMOUNT DRAWS
	100%	\$ 9,720.00		\$ -	100%	\$ 9,720.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
	47%	\$ 24,720.00	0%	\$ -	47%	\$ 24,720.00

LANDSCAPE					
1	Isd - In Center Roundabout Island	580	SY	\$ 4.50	\$ 2,620.00
Subtotal:					\$ 2,620.00

		\$ -		\$ -	0%	\$ -
	0%	\$ -	0%	\$ -	0%	\$ -

SITE DEMOLITION					
1	Sign Removal	5	EA	\$ 50.00	\$ 250.00
2	RCP Removal	40	LF	\$ 20.00	\$ 1,200.00
3	Asphalt Removal	775	SY	\$ 8.00	\$ 6,200.00
4	Fence Removal	665	LF	\$ 3.00	\$ 1,995.00
5	Fire Hydrant Relocation	1	EA	\$ 4,500.00	\$ 4,500.00
6	Utility Pole Relocation	3	EA	\$ 1,500.00	\$ 4,500.00
7	Telephone Pedestal Relocation	1	EA	\$ 600.00	\$ 600.00
8	Traffic Control	1	LS	\$ 22,000.00	\$ 22,000.00
9	Misc. Demolition	1	LS	\$ 8,800.00	\$ 8,800.00
Subtotal:					\$ 50,045.00

		\$ -		\$ -	0%	\$ -
	100%	\$ 1,200.00		\$ -	100%	\$ 1,200.00
	100%	\$ 6,200.00		\$ -	100%	\$ 6,200.00
	100%	\$ 1,995.00		\$ -	100%	\$ 1,995.00
	100%	\$ 4,500.00		\$ -	100%	\$ 4,500.00
	93%	\$ 1,485.00		\$ -	93%	\$ 1,485.00
	100%	\$ 600.00		\$ -	100%	\$ 600.00
	100%	\$ 8,800.00		\$ -	100%	\$ 8,800.00
	50%	\$ 24,780.00	0%	\$ -	50%	\$ 24,780.00

SITE GRADING					
1	Clearing and Grubbing (Depends on how much lay down)	1.15	AC	\$ 6,500.00	\$ 9,775.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
3	Layout and Staking	1	LS	\$ 10,000.00	\$ 10,000.00
4	Strip Topsoil (8") and place where needed	1,475.00	CY	\$ 4.00	\$ 5,904.00
5	STRUCTURAL CUT to be filled	1,155.00	CY	\$ 4.00	\$ 4,664.00
6	NON-STRUCTURAL CUT to be filled	644.00	CY	\$ 7.00	\$ 4,508.00
7	STRUCTURAL Borrow Needed	298.00	CY	\$ 8.00	\$ 2,384.00
8	NON-STRUCTURAL Borrow Needed	515.00	CY	\$ 5.00	\$ 2,575.00
9	Backfill Curb & Gutter	1,430.00	LF	\$ 2.50	\$ 3,575.00
10	Final Grade Roads 1' behind curb	6,583.00	SY	\$ 1.50	\$ 9,874.50
Subtotal:					\$ 68,259.50

	100%	\$ 9,775.00		\$ -	100%	\$ 9,775.00
	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
	75%	\$ 7,500.00	15%	\$ 1,500.00	90%	\$ 9,000.00
	100%	\$ 5,904.00		\$ -	100%	\$ 5,904.00
	100%	\$ 4,664.00		\$ -	100%	\$ 4,664.00
	90%	\$ 4,057.20		\$ -	90%	\$ 4,057.20
	90%	\$ 2,145.60		\$ -	90%	\$ 2,145.60
	90%	\$ 2,317.50		\$ -	90%	\$ 2,317.50
	90%	\$ 3,217.50		\$ -	90%	\$ 3,217.50
	80%	\$ 7,899.60		\$ -	80%	\$ 7,899.60
	92%	\$ 62,480.40	2%	\$ 1,500.00	94%	\$ 63,980.40

STREETS					
1	24" Curb and Gutter	1430	LF	\$ 18.50	\$ 26,455.00
2	5' Sidewalks	880	SY	\$ 54.00	\$ 46,440.00
3	Handicap Ramps	2	EA	\$ 3,100.00	\$ 6,200.00
4	12" Base (Shoulder)	265	SY	\$ 32.00	\$ 8,480.00
5	10" Base	4,562	SY	\$ 23.00	\$ 104,936.00
6	4" Base (Sidewalk)	1,039	SY	\$ 16.00	\$ 16,624.00
7	3" Binder	3,874	SY	\$ 17.00	\$ 65,858.00
8	2" Wearing Layer	4,455	SY	\$ 18.00	\$ 80,190.00
9	Concrete (Traffic Splitters, Islands, & Driveway Extension)	553	SY	\$ 75.00	\$ 41,475.00
10	Roadway Striping	1	LS	\$ 32,000.00	\$ 32,000.00
11	Street Signage (Proposal from TRAV-AD 9.19.22)	1	LS	\$ 11,000.00	\$ 11,000.00
Subtotal:					\$ 439,648.00

	90%	\$ 23,809.50		\$ -	90%	\$ 23,809.50
	25%	\$ 11,610.00	65%	\$ 30,186.00	90%	\$ 41,796.00
		\$ -	100%	\$ 6,200.00	100%	\$ 6,200.00
		\$ -		\$ -	0%	\$ -
	80%	\$ 83,940.80		\$ -	80%	\$ 83,940.80
		\$ -		\$ -	0%	\$ -
	50%	\$ 32,928.00		\$ -	50%	\$ 32,928.00
		\$ -		\$ -	0%	\$ -
	75%	\$ 31,106.25		\$ -	75%	\$ 31,106.25
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	42%	\$ 183,395.55	8%	\$ 36,386.00	50%	\$ 219,781.55

STORM SYSTEM					
1	18" RCP (In Road)	7	LF	\$ 77.00	\$ 539.00
2	36" RCP (In Road)	178	LF	\$ 165.00	\$ 29,370.00
3	36" RCP (Out of Road)	380	LF	\$ 158.00	\$ 59,840.00
4	ICT BOX	1	EA	\$ 4,400.00	\$ 4,400.00
5	Standard SINGLE-WING INLET	4	EA	\$ 4,800.00	\$ 19,200.00
6	Throat Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
7	36" S-P Headwall	1	EA	\$ 3,600.00	\$ 3,600.00
Subtotal:					\$ 118,789.00

		\$ -		\$ -	0%	\$ -
	100%	\$ 29,370.00		\$ -	100%	\$ 29,370.00
	100%	\$ 59,840.00		\$ -	100%	\$ 59,840.00
	100%	\$ 4,400.00		\$ -	100%	\$ 4,400.00
	100%	\$ 19,200.00		\$ -	100%	\$ 19,200.00
	100%	\$ 4,800.00		\$ -	100%	\$ 4,800.00
	100%	\$ 3,600.00		\$ -	100%	\$ 3,600.00
	100%	\$ 118,250.00	0%	\$ -	100%	\$ 118,250.00

10.1 TOTAL \$731,889.00

57% \$ 413,625.95 5% \$ 37,886.00 62% \$ 451,511.95

WATER SYSTEM					
1	12" CL 350 DUCTILE IRON PIPE MAIN	1126	LF	\$ 90.00	\$ 101,340.00
2	12" GATE VALVES	7	EA	\$ 3,600.00	\$ 25,200.00
3	Connect to Existing Main	2	EA	\$ 1,500.00	\$ 3,000.00
4	12" X 6" FIRE HYDRANT ASSEMBLY	2	EA	\$ 5,000.00	\$ 10,000.00
5	Storm Pipe CROSSINGS	2	EA	\$ 1,200.00	\$ 2,400.00
6	24" Steel Casing	120	LF	\$ 150.00	\$ 18,000.00
7	12x24" Rubber end seals	6	EA	\$ 220.00	\$ 1,320.00
8	Install 12" Field Lock Gaskets	6	EA	\$ 285.00	\$ 1,710.00
9	12"x24" Stainless Steel Spacers	18	EA	\$ 174.00	\$ 3,132.00
10	3" Casing	155	LF	\$ 75.00	\$ 11,625.00
11	Fill 12" DI Main with Grout	370	LF	\$ 35.00	\$ 12,950.00
12	Ductile Iron Fittings	1300	LBS	\$ 10.00	\$ 13,000.00
13	Relocate Water Service	2	EA	\$ 350.00	\$ 700.00
14	INJECTION TAP/ SAMPLE TAP	2	EA	\$ 500.00	\$ 1,000.00
15	EXTRA LONG SERVICE	2	EA	\$ 1,800.00	\$ 3,600.00
16	MARKERS	1	EA	\$ 5.00	\$ 5.00
17	TESTING	1	LS	\$ 10,000.00	\$ 10,000.00
18	CHLORINATION	1	LS	\$ 5,000.00	\$ 5,000.00
19	Water ATC	1	LS	\$ -	\$ -
Subtotal:					\$ 225,392.00

	80%	\$ 81,072.00		\$ -	80%	\$ 81,072.00
	90%	\$ 23,940.00		\$ -	90%	\$ 23,940.00
	50%	\$ 1,500.00		\$ -	50%	\$ 1,500.00
	100%	\$ 10,000.00		\$ -	100%	\$ 10,000.00
	100%	\$ 2,400.00		\$ -	100%	\$ 2,400.00
	90%	\$ 16,200.00	10%	\$ 1,800.00	100%	\$ 18,000.00
		\$ -		\$ -	0%	\$ -
	300%	\$ 1,710.00		\$ -	100%	\$ 1,710.00
	100%	\$ 3,132.00		\$ -	100%	\$ 3,132.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	80%	\$ 10,400.00		\$ -	80%	\$ 10,400.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	67%	\$ 150,354.00	1%	\$ 1,800.00	68%	\$ 152,154.00

ELECTRIC					
1	4" PVC	1,260	LF	\$ 21.00	\$ 26,460.00
2	4" Galvanized Long Sweep 90's	3	EA	\$ 478.00	\$ 1,434.00
3	6" PVC	1240	LF	\$ 36.00	\$ 44,640.00
4	6" Galvanized Long Sweep 90's	3	EA	\$ 728.00	\$ 2,184.00
5	3-3 Cabinets	2	EA	\$ 500.00	\$ 1,000.00
6	2" PVC	1800	LF	\$ 15.00	\$ 27,000.00
7	12" x 12" Street Light Boxes	5	EA	\$ 250.00	\$ 1,250.00
Subtotal:					\$ 105,768.00

	100%	\$ 26,460.00		\$ -	100%	\$ 26,460.00
	100%	\$ 1,434.00		\$ -	100%	\$ 1,434.00
	100%	\$ 44,640.00		\$ -	100%	\$ 44,640.00
	100%	\$ 2,184.00		\$ -	100%	\$ 2,184.00
	100%	\$ 1,000.00		\$ -	100%	\$ 1,000.00
	100%	\$ 28,800.00		\$ -	100%	\$ 28,800.00
	100%	\$ 1,250.00		\$ -	100%	\$ 1,250.00
	100%	\$ 105,768.00	0%	\$ -	100%	\$ 105,768.00

GRAND TOTAL: \$1,063,039.00

63% \$ 669,747.95 4% \$ 39,686.00 67% \$ 709,433.95

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

Total Earned this month \$ 39,686.00
Less 10% Retainage \$ 3,968.60
Total Draw \$ 35,717.40

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

DATE: 12/25/2023

APPROVED BY ENFINGER DEVELOPMENT LLC PRESIDENT: OLLY ORTON

DATE: 1/10/24

APPROVED BY DEVELOPMENT MANAGER: GARY GRAY

DATE: 1-10-2024

RESOLUTION NO. 2024-034-R**APPROVING THE DISPOSAL OR DESTRUCTION OF CERTAIN
MUNICIPAL COURT DEPARTMENT RECORDS**

WHEREAS, the Municipal Court Clerk has identified certain City records from the Municipal Court Department, more specifically described below, that are eligible for destruction under guidelines established by the Administrative Office of Courts;

- 2013 MC/Misdemeanor Cases
- 2018 Traffic Tickets
- 2021 Deposits and Miscellaneous documents
- 2014 Warrants

WHEREAS, the Municipal Court Director has concurred with the disposal or destruction of these records; and

WHEREAS, the City Council desires to authorize the Municipal Court Clerk to destroy the records identified as eligible for destruction under such guidelines pursuant to a Notification of Record Disposal Notice submitted to the Administrative Office of Courts.

NOW, THEREFOR, BE IT RESOLVED, that the Municipal Court Clerk is hereby authorized to proceed with the destruction of records pursuant to the Notice prepared by Municipal Court Department in accordance with guidelines established by the Administrative Office of Courts.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-021-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH J.W. KENNEDY**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with J.W. Kennedy, for two deeds and preparation of legal descriptions for the Highland Ditch rehabilitation, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to J.W. Kennedy 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 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

J.W. Kennedy and Associates, P.C.
2835 Huntsville Highway, Fayetteville, Tennessee, 37334
931-307-1066

Ms. Michelle Dunson, P.E.
City Engineer
100 Hughes Road
Madison, AL 35758

January 5, 2024

RE : Drawings and descriptions for additional easements 519 Brenda Drive and 512 Highland Drive.

Dear Ms. Dunson,

We have the studied the proposed area of work you requested and after careful consideration of the time and materials needed to provide you with the requested work we would estimate a cost of \$2,400.00.

Thank you for this opportunity to possibly be of service. If you have any questions or need any additional information please contact me at 931-307-1066 or e-mail kennedysurvey@gmail.com.

Sincerely, Jw Kennedy

RESOLUTION NO. 2024-022-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING WITH THE MADISON COUNTY COMMISSION
FOR ROADWAY STRIPING**

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 with the Madison County, Alabama for roadway striping, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to the Madison County Commission 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 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITY OF MADISON, ALABAMA, AND MADISON COUNTY, ALABAMA, FOR ROADWAY STRIPING

This Memorandum of Agreement is entered into by and between the City of Madison, Alabama, a municipal corporation (the "City") and Madison County, Alabama (the "County") and shall be effective as of the date this Agreement is executed by the parties hereto. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date.

WHEREAS, Title 11, Chapter 102 of the Code of Alabama (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama such as the parties hereto to enter into a written contract such as this Agreement for the joint exercise of any power or service that each of them are authorized to execute individually; and

WHEREAS, the City has requested to utilize the County's roadway striping contract pricing to stripe roadways within the City limits of Madison; and

WHEREAS, both parties have a common interest in the improvement and maintenance of these roadways;

NOW, THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY MEMORIALIZE THE TERMS AND CONDITIONS OF THEIR AGREEMENT AND DECLARE THAT THEY ARE AND SHALL BE AS FOLLOWS:

1. This Memorandum of Agreement is specifically intended to address the terms and conditions of the City's requests for the County's assistance in striping certain roadways in the City on an as-needed basis.
2. The project will be managed by the County utilizing its current striping contract. Project management will be coordinated with the City of Madison Public Works Department and the City Engineering Department.
3. The County shall invoice the City for the striping costs. The costs may be invoiced as one invoice at the completion of work or as multiple invoices based upon work progress, timing of submission to be at the County's discretion. The City shall pay each invoice within thirty (30) days of receipt.
4. The County shall notify the City of any unanticipated cost overruns during work. All cost overruns shall be reviewed and approved by the Madison City Public Works Director or City Engineer prior to the County performing the work.
5. The striping contractor will perform all work within existing rights-of-way. The City hereby grants the County's striping contractor access to the City rights-of-way to perform the striping services.
6. The term of this agreement shall commence on the date of execution, and it shall terminate upon the expiration of the County's current striping contract which is expected to expire on . The County agrees to notify the City of any increase in the contractor's pricing at least thirty (30) days prior to

any price increase. The County agrees to notify the City at least ninety (90) days prior to expiration of the Agreement.

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

Madison County, Alabama

**Paul Finley, Mayor
City of Madison**

**Dale Strong, Chairman
Madison County Commission**

Date:_____

Date:_____

ATTEST:

ATTEST:

By:_____

By:_____

Date:_____

Date:_____

RESOLUTION NO. 2024-025-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Halliburton Surveying & Mapping Inc., for surveying services for a survey along Hughes Road at the Villas at Madison Condominium regarding Project No. 24-010, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Halliburton Surveying & Mapping, Inc. in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama



gohsm.com

Halliburton Surveying & Mapping, Inc.

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

Shipping Address:
412 Governors Dr SW
Huntsville, AL 35801

January 5, 2024

Ms. Michelle Dunson, P.E.
City of Madison Engineering
100 Hughes Road
Madison, AL 35758

Reference: Right-of-Way Survey
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for providing professional services associated with The Villas at Madison Condominium, Madison, AL (PIN# 155953, 158321, 511295, and 511300) that includes a Right-of-Way Survey along Hughes Road.

Please let us know if you have any questions. Thank you for the opportunity.

Best regards,

Halliburton Surveying & Mapping, Inc.

William R. Blackwell, P.L.S.

Senior Project Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between **HALLIBURTON SURVEYING & MAPPING, INC.** ("Surveyor"), and **THE CITY OF MADISON** ("Client") as of this 8th day of January in the year 2024.

RECITALS

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

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

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

Article 1 Scope of Services.

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

Article 2 Payment for Services.

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

Article 3 Payment Terms.

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

Article 4 Modifications and Adjustments.

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

Article 5 Indemnification.

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

Article 6 Limitation of Liability.

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

Article 7 Rights and Benefits.

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

Article 8 Applicable Law .

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

- SIGNATURES ON FOLLOWING PAGE -

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

CLIENT

CITY OF MADISON

By: _____

Print: Paul FinleyTitle: MayorDate: January, 2024**SURVEYOR**

HALLIBURTON SURVEYING & MAPPING, INC.

By: Print: William R. BlackwellTitle: Senior Project ManagerDate: 01/08/2024

This agreement offer will expire in 5 days, unless signed and received from the Client.

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

ATTACHMENT A

SCOPE OF SERVICES

TASK 1-RIGHT-OF-WAY SURVEY

1. Surveyor shall determine the easterly property line of The Villas at Madison Condominium as highlighted in yellow on Attachment C.
2. Surveyor shall find or re-set the appropriate property corners highlighted in yellow on Attachment C.
3. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
4. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83).

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- No Right-of-Way has changed since the recording of the subject plats.

EXCLUSIONS:

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

- Signing any client or 3rd party contract agreements.
- Surveying of any inundated areas
- Formal Boundary Survey
- Delineation of any potential wetlands or soils reports
- Subdivision Platting
- Postage/Mailing Fees (if required)
- Application/Submission and Recording Fees
- As-Built Surveys
- Topographic Survey
- Construction Layout/Staking
- FEMA Elevation Certificates, LOMR, LOMA, etc.
- R.O.W., Easement Vacation request, Annexation documents.
- Rezoning, variance, vacation requests, or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Private Utility Locating/Ground Penetrating Radar
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyor's understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM
- ALTA/NSPS Land Title Survey

- Creation of a new legal description(s) and/or associated exhibits except as required.
- Any activities not associated within the Scope of Services as defined herein above.

SCHEDULE:

1. Surveyor is expected to being work within approximately two (2) to three (3) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
 - a. Right-of-Way Survey
 - i. Estimated Draft – 6-8 weeks from receipt of notice to proceed
 - ii. Estimated Final – 1 week after issuing Draft
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

ATTACHMENT B

FEE SCHEDULE

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

FIXED FEE

TASK 1-RIGHT-OF-WAY SURVEY-LUMP SUM -\$1,800.00

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

HOURLY RATES AND MATERIALS:

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

Any services requested in additional to the Scope defined hereinabove shall be subject to an Hourly Fee Schedule and reimbursable expenses. Our 2024 standard rates are defined as follows:

Principal Land Surveyor	\$200 / hour
Senior Project Manager	\$170 / hour
Project Manager	\$150 / hour
Project Land Surveyor	\$135 / hour
Assistant Project Manager.....	\$130 / hour
Land Surveyor-in-Training (LSIT).....	\$115 / hour
Survey CAD Technician.....	\$105 / hour
Drone & Laser Scanning Software Processor....	\$150 / hour
Intern/Co-op	\$80 / hour
Administrative or Courier	\$75 / hour
*1-Man Field Survey Crew	\$155 / hour
*2-Man Field Survey Crew.....	\$190 / hour
*3-Man Field Survey Crew.....	\$225 / hour
Private Utility Locating.....	\$1,100 / half day (minimum)
Survey-grade aerial LiDAR sensor.....	\$3,700 / half day (minimum)
**Terrestrial Laser Scanning	\$1,500/ half day (minimum)
***1 arc second accuracy total station.....	\$27 / hour
****Multi-Constellation GPS Base & Rover....	\$28 / hour
Mileage.....	\$0.64 / mile
Printing Black & White (11" x 17").....	\$0.90 / sheet
Printing Black & White (18" x 24").....	\$2.35 / sheet
Printing Black & White (24" x 36").....	\$3.90 / sheet
Printing Black & White (30" x 42").....	\$5.20 / sheet
Wooden Survey Stakes	\$1.15 / stake
Survey Hubs/Mag Hub Nails.....	\$0.50 / hub/nail
1/2 inch x 18 inch rebar.....	\$2.80 / rebar

Paint Can.....	\$8.50/ can
Survey Flagging.....	\$7.00 / roll
Survey Control Caps.....	\$0.75 / cap
Mag or Masonry Nails.....	\$0.30 / nail
Tacks.....	\$0.15 / tack
Markers.....	\$2.50 / marker

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

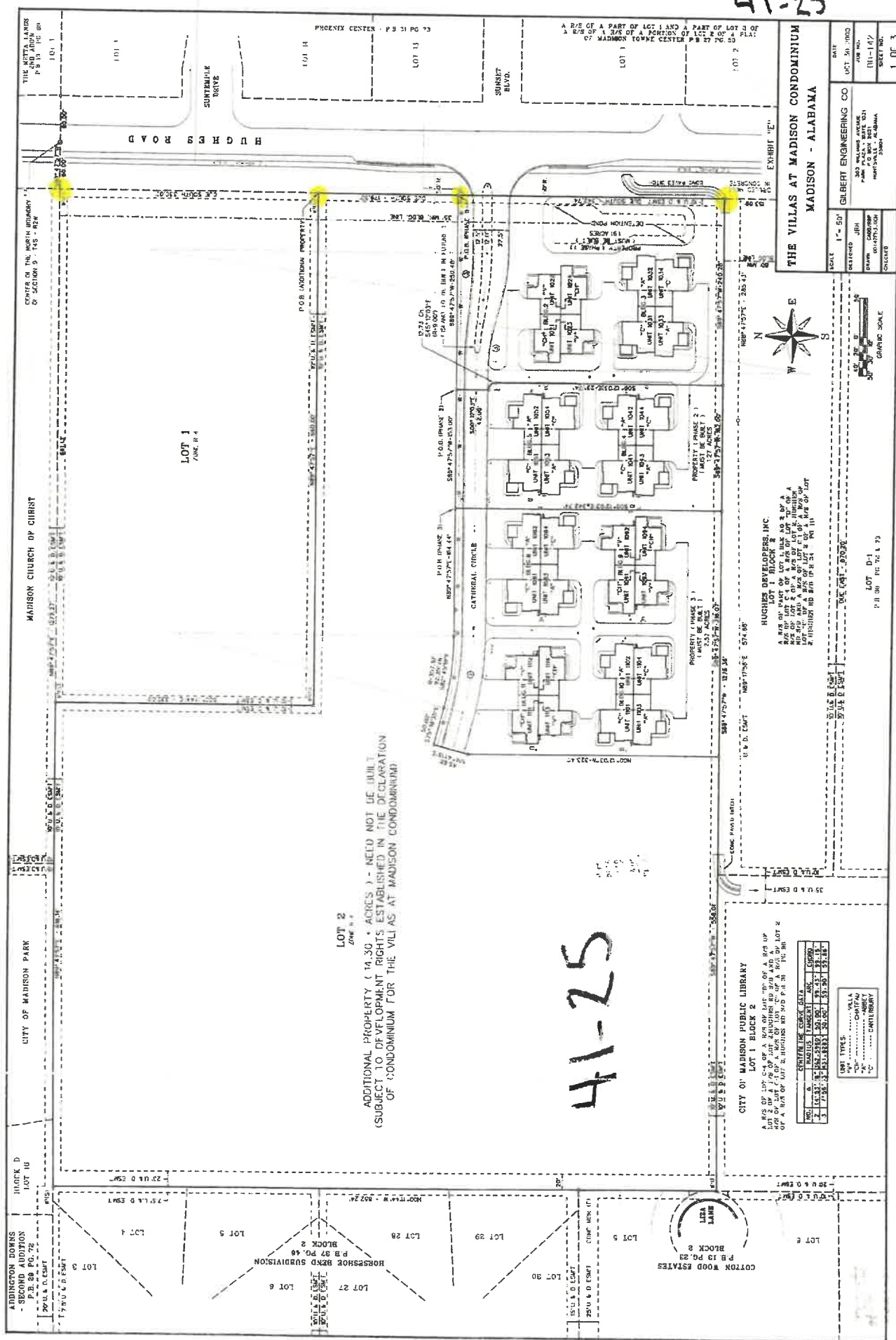
***Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.*

****Utilization of a 1” accuracy total station is an additional fee to any labor category*

*****Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category*

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

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



RESOLUTION NO. 2024-026-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH OMI, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with OMI, Inc., for professional engineering services to obtain inclinometer readings for the Hughes Road railroad overpass, said Agreement to be substantially similar in purpose, intent, and composition to those certain document attached hereto and identified as a Proposal for Geotechnical Engineering Study dated January 9, 2024 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 OMI, 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 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

January 9, 2024



City of Madison
100 Hughes Road
Madison, Alabama 35758

ATTN: Ms. Michelle Dunson

SUBJECT: Proposal for Geotechnical Engineering Study
Hughes Road Slope Study
Madison, Alabama
OMI Proposal No. P-6930

Ladies & Gentlemen:

OMI, Inc. is pleased to present this proposal for additional monitoring of the Hughes Road railroad overpass slope. Preparatory to this proposal, Mr. John Ozier of OMI discussed the project with Ms. Michelle Dunson of The City of Madison Engineering Department. This proposal describes the project information and presents a planned scope of work, fee consideration, and a schedule for performing the work.

PROJECT INFORMATION

OMI performed geotechnical studies on the east side of the southern approach embankment to the Hughes Road railroad overpass. The initial study was OMI Job No. 6722, reported January 6, 2014. At that time, inclinometer pipes were installed and monitored. OMI did not find evidence of slope failure or continued rapid movement and recommended additional monitoring of the slope. We performed additional monitoring and provided updated reports for OMI Job No. 7772, dated December 30, 2016, and for OMI Job No. 6722, dated November 6, 2019, and June 17, 2021.

The area of the apparent slope movement is located less than 300-ft south of the railroad bridge which is about 1,000-ft southeast of the intersection of Hughes Road and Skate Park Drive. Ms. Michelle

City of Madison
OMI Proposal No. P-6930
January 9, 2024
Page 2

Dunson has requested that OMI collect inclinometer readings from the existing inclinometer casings which were installed by OMI in 2013.

SCOPE OF SERVICES

OMI proposes to collect new inclinometer readings and compare the new readings to the previously collected readings. Based on OMI's interpretation of the inclinometer data, OMI will issue a report outlining the findings. The report may include recommendations for repair of the embankment.

If data is insufficient to support recommendations for repairs, the report may include recommendations for further studies such as installation of additional inclinometers, soil test borings, laboratory testing, and/or resistivity imaging.

COST ESTIMATE AND SCHEDULE

OMI, Inc., can provide these services for a fee of \$2,983.00. Other services which are required or requested will be performed in accordance with our standard Fee Schedule. Naturally, additional work will not be performed without proper authorization.

OMI can begin immediately after receipt of written authorization. About two weeks will be required to collect the field data. About five to ten additional working days will be required to provide the written report.

AUTHORIZATION

To authorize OMI, Inc., to provide these services, please execute and return the attached Work Authorization Sheet or issue a purchase order. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with



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OMI Proposal No. P-6930
January 9, 2024
Page 3

this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this proposal.

* * * * *

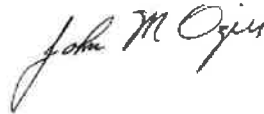
OMI, Inc., appreciates the opportunity to provide this proposal for services to The City of Madison. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,

OMI, Inc.



David C. Noe, Ph.D., P.G.
Staff Professional Geologist



John M. Ozier, P.E.
Principal Engineer

Distribution via email to: michelle.dunson@madisonal.gov

Attachments: General Conditions
Work Authorization Sheet
Property Access Authorization



City of Madison
 OMI Proposal No. P-6930
 January 9, 2024
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GENERAL CONDITIONS

INSURANCE - OMI, Inc. maintains Worker's Compensation and Employer's Liability Insurance in conformance with Alabama state law. In addition, OMI, Inc. maintains General Liability Insurance: limits of liability not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with limits of liability not less than \$1,000,000 combined single limit. A certificate of insurance can be supplied upon request showing cancellation provisions in the policy. No insurance coverage is available for hazardous materials projects. OMI also carries Professional Liability Insurance.

Cost of insurance coverage is included in the fees quoted. If additional coverage or increased limits of liability are required, OMI, Inc. will attempt to obtain the requested insurance. The Client agrees to pay an agreed fee associated with additional coverage or increased limits.

WARRANTY AND LIMITATION OF LIABILITY - The only warranty or guarantee made by OMI, Inc. for the services performed is that OMI, Inc. will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality under similar conditions. No other warranty, expressed or implied, is made or intended by this proposal for consulting services or by oral or written reports. The Client agrees to limit the liability of OMI, Inc., its officers, agents, and employees for any damage on account of any error, omission, or other professional negligence to \$50,000 or the fee, whichever is greater. OMI, Inc. will increase the limits of liability at the Client's written request and after the Client and OMI, Inc. have agreed on additional fees representing the additional insurance.

RIGHT-OF-ENTRY - Unless otherwise agreed, the Client authorizes right-of-entry onto the site for OMI, Inc. to make the planned borings, site observations, and explorations. Reasonable precautions will be taken to minimize damage to the land caused by equipment and activities, but OMI, Inc. has not included in the fee the cost of restoration or damage which may result from our operations. If the Client desires that the land be restored to its former conditions, this must be noted on the work Authorization Sheet and a fee negotiated in advance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in reports or shown on sketches are based on specific information furnished by others, or estimates made in the field by OMI, Inc., personnel. All dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the report.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client and Owner or their duly authorized representative to disclose the presence and accurate location of all known, yet obscure man-made objects, including utility lines, that are in the immediate vicinity of field tests or boring locations. OMI, Inc. makes reasonable efforts to locate utilities prior to commencement of work. Field personnel are trained to recognize clearly identifiable stakes or markings in the field, and initiate field testing, drilling, and/or sampling within a few feet of each designated location. If OMI, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or aboveground obstructions, such as utilities, special instructions will be given to the field personnel. Acceptance of this contract indicates agreement of the Client, to the extent permitted by law, to indemnify and hold harmless OMI, Inc. from all claims, suits, losses, personal injuries, death, and property liability resulting in damages to subsurface structures, owned by the Client, landowner or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed in writing, and to reimburse OMI, Inc. for expenses in connection with any such claims, or suits, including reasonable attorney's fees. However, Client is not obligated to defend, indemnify, and hold harmless OMI, Inc., in the event of sole negligence on the part of OMI, Inc. its employees, or agents.

INVOICING PROCEDURES - Invoices will be submitted on a monthly basis and charged to the account referenced on the "Work Authorization Sheet." If OMI, Inc. has proposed to perform services on a unit rate basis, the monthly invoices will be for services performed, charged at the unit rates quoted in the "Fee Schedules" of the proposal. If OMI, Inc. has proposed to perform services on a lump sum basis, the monthly invoices will be a percentage of the total lump sum, based on the percentage of the work completed each month. Client agrees to notify OMI, Inc. within 15 days of the date of the invoice, of any questions, concerns, or desired changes to the invoice.

Payment will be made for the full invoice total within 30 days of the invoice date. All unpaid balances in excess of 30 days are subject to a 1.5 percent monthly service charge (minimum charge \$15.00), compounded each additional 30 days.



City of Madison
 OMI Proposal No. P-6930
 January 9, 2024
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GENERAL CONDITIONS (continued)

CHANGED CONDITIONS - The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner. If OMI, Inc. is required to stop operations as a result of changes in the scope of work (such as requests by the owner or requirements of third parties), additional charges will be negotiated.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of after completion of tests, and drilling samples or specimens will be disposed of upon submission of the written report. Any samples and drilling supplies regarded to contain hazardous or regulated materials will be returned to the Client or disposed of according to government regulations. Any charges associated with such disposal will be charged at cost, plus 15 percent handling fee, to the Client. Test specimens of drilling samples can be stored for a mutually acceptable charge.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - Client will notify OMI, Inc. of the existence or possible existence of hazardous materials on or near the project site, that the Client is aware of.

OMI, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. OMI, Inc., and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for OMI, Inc. to take immediate measures to protect health and safety. Client agrees to compensate OMI, Inc. for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Notwithstanding any other provision of the agreement, Client waives any claim against OMI, Inc., and to the maximum extent permitted by law, agrees to defend, indemnify, and save OMI, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. However, Client is not obligated to defend, indemnify and hold OMI, Inc. harmless in the event of gross negligence on the part of OMI, Inc., its employees or agents.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because subsurface sampling is a necessary aspect of the work which OMI, Inc. may perform on the Client's behalf, the Client waives any claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss which may arise of alleged cross-contamination caused by sampling. The Client further agrees to compensate OMI, Inc. for any time spent or expenses incurred by OMI, Inc. in defense of any such claim, in accordance with OMI, Inc. attached fee schedule and expense reimbursement policy. However, OMI, Inc. will be responsible for cross contamination caused by their sole negligence.

JOINT AND SEVERAL LIABILITY - Client agrees that it would be unfair for OMI, Inc. to be held partly or wholly responsible for damages created directly or indirectly by a hazardous condition. Accordingly, Client waives any claim against OMI, Inc. which OMI, Inc. had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, provided OMI, Inc., its employees, and agent are not negligent, Client waives any claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss arising from the condition of Client's premises. Client also agrees to compensate OMI, Inc. for any time spent and expenses incurred by OMI, Inc., in defense of any such claim, with such compensation to be based upon OMI, Inc. attached fee schedule and expense reimbursement policy.

STANDARD OF CARE - Client waives claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss that allegedly arises from the inability of OMI, Inc. to provide results superior to those normally attainable through conformance with a professional standard of care. Client further agrees to compensate OMI, Inc. for any time spent or expenses incurred by OMI, Inc. in defense of any such claim, in accordance with the fee schedule and expense reimbursement policy of OMI, Inc.



City of Madison
 OMI Proposal No. P-6930
 January 9, 2024
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WORK AUTHORIZATION SHEET

The Terms and Conditions of OMI Proposal No. P-6930 dated January 9, 2024, including the General Conditions, are accepted this _____ day of January, 2024, by:

City of Madison, Alabama a municipal corporation

Print or Type individual, firm, or corporate body name

 Signature of authorized representative

Paul Finley, Mayor

Print or Type name of authorized representative and title

PAYMENT OF CHARGES (Charge the invoice to the account of):

FIRM: City of Madison, Alabama

ADDRESS: 100 Hughes Road

City: Madison State: AL Zip Code: 35758 Phone No. 256-772-5640

ATTN: Roger Bellomy TITLE: Director of Finance

APPROVAL OF CHARGES (If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice):

FIRM: _____

ADDRESS: _____

City: _____ State: _____ Zip Code: _____ Phone No. _____

ATTN: _____ TITLE: _____

PROPERTY OWNER (If other than above):

NAME: _____

ADDRESS: _____

City: _____ State: _____ Zip Code: _____ Phone No. _____

ATTN: _____ TITLE: _____

SPECIAL INSTRUCTIONS

EMAIL ADDRESS _____



City of Madison
OMI Proposal No. P-6930
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Page 7

PROPERTY ACCESS AUTHORIZATION

PROPERTY ACCESS

Date: _____

FACILITY OWNER

Facility Name: _____

Facility Location: _____

Authorized Representative: _____

I, _____, authorize OMI, Inc., and its personnel access to the above referenced property for the purpose of conducting a Geotechnical Engineering Study and Subsurface Exploration. Furthermore, I hereby waive any claim against and hold harmless OMI, Inc. and its employees from any liability or loss which may result from the discovery and report of any adverse environmental conditions identified at the above referenced site.

Signature of authorized representative

Title



RESOLUTION NO. 2024-029-R**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ONE
YEAR LEASE AGREEMENT WITH TENANTS OF 28720 BROWNS FERRY
ROAD**

WHEREAS, pursuant to Resolution No. 2023-420-R, the City accepted the dedication of approximately 23 acres of land located south of Huntsville-Browns Ferry Road for the purpose of a park (herein "the Property"); and

WHEREAS, a residential dwelling is located on the Property that is currently occupied by three tenants; and

WHEREAS, the City finds it desirable to extend a one-year lease with said tenants.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a One Year Lease Agreement with the current tenants from February 1, 2024 through January 31, 2025, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "One Year Lease Agreement."

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

ONE YEAR LEASE AGREEMENT

THIS ONE YEAR LEASE AGREEMENT is made effective as of January 31, 2024, by and between the City of Madison, Alabama (herein "Lessor") and Daniel Baskin, Micah Hardyman, Isaiah Hardyman (herein "Lessees") for the use of property located at 28720 Browns Ferry Road, Madison Alabama 35756. The terms and conditions of this lease are as follows:

1. **TERM:** This is a one-year lease effective February 1, 2024, and ending January 31, 2025. The lease may not be renewed for any additional terms without the written consent of the City.
2. **RENT:** Lessees agree to pay Lessor as rent the sum of **\$1,500.00** DOLLARS per month payable in advance of the first day of each month. If any payment has not been paid for more than seven (7) days past the first day of each month the tenant agrees to pay a late fee of five (5) percent of the rent.
3. **USE OF PREMISES:** Lessee shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of Lessees' business or profession on the leased premises. Lessee agrees to use the leased premises for the following purposes: Residential Purposes and any change in use must be approved in advance and in writing by Lessor.
4. **CARE OF PREMISES:** Lessees shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good

care of same and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the term, or as they may be put in during the term, as reasonable use and wear thereof will permit.

5. **RESPONSIBILITY FOR DAMAGES:** Lessees agree that any substantial damage to the property caused during the Lessees' occupancy of the Property shall be the responsibility of the lessees. The parties acknowledge that ordinary wear and tear is expected to the property; however, the Lessor shall decide what constitutes substantial damage pursuant to this Agreement. Lessor shall not be liable for any loss of any property of the Lessees from said premises or for any damage to any property of the Lessees, however occurring, except only such damage in the latter instance as may result directly from the failure of the Lessor to perform an act required of it under the terms of this agreement. Lessor shall not be liable for any damage caused by, or growing out of leaks in roof, or any defect in said building, or in said premises, or caused by, or growing out of fire, rain, wind, or other causes.
6. **ENTRY BY LESSOR:** Lessor, its agents and representatives at all reasonable times, may enter said premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations or additions to said premises or building, (3) exhibiting the premises to prospective tenants, purchasers or other persons, and (4) to decorate, remodel, alter or otherwise prepare the premises for re-occupancy, and any such entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessees, and shall not alter the obligation of Lessees hereunder or create any right in Lessee adverse to the interest of Lessor.
7. **UTILITIES AND SERVICE:** Lessor shall pay, when due, all bills for gas, water, electricity, and power used on the premises.

8. **ASSIGNMENT OR SUBLETTING:** Lessees shall not have the right to assign this Lease or sublet all or any part of the premises without first obtaining the written consent of Lessor to said assigning or subletting.
9. **DEFAULT.** In the event Lessees fail to pay the one-month installments of rent reserved hereunder, for a period of more than ten (10) days after same shall become due and the parties acknowledge such failure to pay the rent shall be grounds for eviction.
10. **ADDRESS OF LESSOR:** The rent installments due hereunder shall be paid at and all other notices required to be given Lessor hereunder, shall be made payable to the City of Madison, Alabama and sent care of Lisa D. Thomas, City Clerk/Treasurer, 100 Hughes Road, Madison, Alabama 35758, or to such other address as Lessor may direct by written notice forwarded to the Lessees by mail.

IN WITNESS WHEREOF, the parties sign and agree to the terms of this ONE YEAR LEASE AGREEMENT this _____ day of January 2024.

Daniel Baskin, Lessee No. 1

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **DANIEL BASKIN**, Lessee No. 1, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

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

Notary Public

Micah Hardyman, Lessee No. 2

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **MICAH HARDYMAN**, Lessee No. 2, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

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

Notary Public

Isaiah Hardyman, Lessee No. 3

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ISAIAH HARDYMAN**, Lessee No. 3, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

BY: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

RESOLUTION NO. 2024-024-R

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

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 Vickers Consulting Services Inc., for grant writing services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Consulting Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute 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 Vickers Consulting Services, Inc. and Economic Research in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

Vickers Consulting Services, Inc
Consulting Agreement – Flat Rate

Rev. 12/14/2016

This Agreement is made effective as of January 22, 2024, by and between the City of Madison, Alabama of 100 Hughes Road, Madison, AL 35758, and Vickers Consulting Services Inc., PO Box 12032, Spring, TX 77379.

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

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

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on January 22, 2024, Consultant will provide the following services if requested (collectively, the "Services"): grant program application development, including but not limited to: research of funding opportunities, project development, application development, cost estimation, and project narrative development. Applicant understands that their approval will be required on all applications.

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

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

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

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

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

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

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

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

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

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

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

IF for Applicant :

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

IF for Consultant:

Vickers Consulting Services, Inc
 PO Box 12032
 Spring, TX 77379

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

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

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

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

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

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

By:

Authorized Party #1

Name & Title (print) Paul Finley, Mayor

ATTEST:

Signature: _____

Lisa D. Thomas, City Clerk-Treasurer

Authorized Party #2 *(if required by Applicant)*

Name & Title (print) _____

Signature: _____

Party providing services:

Vickers Consulting Services, Inc.

By Name & Title (print) _____

Signature: _____

RESOLUTION NO. 2024-027-R**A RESOLUTION AUTHORIZING MAYOR TO ACCEPT QUOTATION FROM TYLER TECHNOLOGIES, INC., FOR NEW WORLD SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from Tyler Technologies, Inc., for maintenance and support services of the New World Services software system, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Invoice 045-451505" and dated February 1, 2024, 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 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 22nd day of January 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item A.

Invoice No	Date	Page
045-451505	02/01/2024	1 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Ship To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50064 - MAIN - MAIN	195365		USD	NET15	02/16/2024

Date	Description	Units	Rate	Extended Price
Contract No.: Madison, AL				
	SUPPORT & UPDATE LICENSING - User License to Site License	1	6,614.83	6,614.83
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Asset Management	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Bank Rec	1	798.84	798.84
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - FM Base Suite	1	6,649.62	6,649.62
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - GASB Reporting	1	2,395.21	2,395.21
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Misc. Billing & Receivables	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Project Accounting	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - PURCHASING	1	2,395.21	2,395.21
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,064.25	1,064.25
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - BENEFITS TRACKING (NON-EMPLOYEE)	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Benefits Admin	1	1,064.25	1,064.25
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - COBRA BILLING ADMINISTRATION	1	1,064.25	1,064.25
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - EMPLOYEE EVENT TRACKING	1	1,064.25	1,064.25
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - HR Base Suite	1	6,386.78	6,386.78
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Personnel Action Processing	1	1,064.25	1,064.25
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - Position Budgeting	1	1,064.25	1,064.25
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - WORKERS COMPENSATION ADMIN	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item A.

Invoice No	Date	Page
045-451505	02/01/2024	2 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Ship To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50064 - MAIN - MAIN	195365		USD	NET15	02/16/2024

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT	1	1,596.38	1,596.38
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - COMMUNITY GIS INTEGRATION	1	3,194.05	3,194.05
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - LICENSING (ANIMAL, BUSINESS, CONTRACTOR)	1	573.35	573.35
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS	1	2,395.21	2,395.21
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - myINSPECTIONS - UNLIMITED USERS	1	573.35	573.35
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Support & Update Licensing - MyMobility Server	1	2,607.79	2,607.79
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - PERMITS	1	2,395.21	2,395.21
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - PROJECT PLANNING	1	2,395.21	2,395.21
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - CD ANALYTICS	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	0.00	0.00
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - FM ANALYTICS	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - HR ANALYTICS	1	1,330.95	1,330.95
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	1	2,660.61	2,660.61
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense	1	718.96	718.96
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1	1,043.63	1,043.63
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits	1	1,043.63	1,043.63
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1	2,395.21	2,395.21
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	1	1,330.95	1,330.95

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item A.

Invoice No	Date	Page
045-451505	02/01/2024	3 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Ship To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50064 - MAIN - MAIN	195365		USD	NET15	02/16/2024

Date	Description
------	-------------

Units

Rate

Extended Price

Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	69,859.03
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Sales Tax	\$0.00
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Invoice Total	69,859.03
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ORDINANCE NO. 2024-011

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

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

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

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

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

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

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

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama



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

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

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

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

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

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

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

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

Notary Public

RESOLUTION NO. 2024-030-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH HUNTSVILLE UTILITIES FOR THIRD PARTY BILLING SERVICES RELATED TO TRASH COLLECTION**

WHEREAS, on December 19th, 2018, pursuant to Resolution No. 2018-322-R the City of Madison and the Huntsville Electric Utility Board (herein "Huntsville Utilities") entered into a five-year Agreement for Third Party Billing Related to Trash Collection; and

WHEREAS, pursuant to said Agreement the parties agreed that the City of Madison would pay an introductory service rate of \$.56 for each trash collection listed on each monthly bill of each residential customer within the City; and

WHEREAS, pursuant to said Agreement the parties agreed that the City would pay an increase in the service rate as determined by a Joint Cost Allocation Study provided to the City within ninety (90) days of the end of each calendar year of the Agreement; and

WHEREAS, Huntsville Utilities provided the City with timely notice that a Joint Cost Allocation Study would require an increase in the service rate from \$.56 per customer to \$.68 per customer to begin January 1, 2024; and

WHEREAS, the City and Huntsville Utilities have now finalized an amended Third-Party Billing Agreement to incorporate the new \$.68 per customer rate change.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an agreement with the Huntsville Electric Utility Board (d/b/a Huntsville Utilities) for its provision of billing and fee collection services for trash collection services provided to City residents in Huntsville Utilities' service area, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Third Party Billing Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with 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 22nd day of January 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

THIRD PARTY BILLING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between the City of Madison, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as “City”) and, the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, (hereinafter referred to as “HU”).

WITNESSETH:

WHEREAS, the City established and assessed a mandatory trash collection charge for collection, hauling and disposal of trash, yard waste, white metal goods and items other than household garbage and hazardous waste discarded by the public at residential dwellings within the corporate limits of the City; and

WHEREAS, HU has the means to Invoice those residential dwellings and collect from those residential dwellings the fee charged by the City for collecting, hauling and disposing of trash, yard waste, white metal goods and items other than household garbage and hazardous waste discarded; and

WHEREAS, the City established and assessed a mandatory charge for collection, hauling and disposal of trash and household recycling by public at residential dwellings within the corporate limits of the City, which service is currently provided by Madison County; and

WHEREAS, The City has plans to re-bid the garbage/recycling/trash and bundle these services with one provider, and if it did so, would request HU to invoice those residential dwellings and collect from those residential dwellings the fee charged by the City for collecting, hauling and disposing of household garbage, household recycling, and trash collections; and

WHEREAS, the City desires to enter into a five-year agreement with HU to provide fee billing and collection services for the City.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions set forth herein, the City and HU agree as follows:

Section 1 – Term

This agreement shall commence on January 1, 2024, and shall remain and continue in full force and effect until December 31, 2028, unless Agreement terminated before said date pursuant to the provisions of the Agreement.

Section 2 – Services

HU shall include the trash collection charge on the monthly bills of its residential electric power customers within the corporate limits of the City. If the City were to bundle its household garbage, household recycling, and trash, HU shall include the garbage/recycling charge and the trash collection charge on the monthly bills of its residential electric power customers within the corporate limits of the City.

HU shall collect the fees remitted by residential electric power customers for trash collection charges, or both garbage/recycling charges and trash collection charges as the case may be. HU will collect these charges according to its established policies and procedures, as may be amended from time to time.

Section 3 – Payment for Services

The City will pay and HU will accept a service rate for each trash collection charge listed on each monthly bill of each residential customer within the corporate limits of the City as follows. January 1, 2024 – December 31, 2028, a service rate of \$0.68 for each garbage collection charge listed on each monthly bill of each residential customer within the corporate limits of the City.

Within ninety (90) days prior to the beginning of the third year of the contract and each additional year of the contract, the City and HU will agree upon a service rate recommended though HU's most recent Joint Cost Allocation Study, which the City will pay and HU will accept for providing the services stated in section 2.

Section 4 – No Waiver; Effect of this Agreement

a. Failure to enforce or to insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect.

b. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understanding between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

Section 5 – Remittance of Charges

HU shall remit to the City on a monthly basis the amount received from residential customers for trash collection charges, plus late payment fees received, and the net of bad debt write-offs and recoveries, less the amount owed to HU for billing, payment processing, and collection of bad debt services based on the service rate in Section 3.

Section 6 – HU's Responsibilities

HU shall provide the City, on a monthly basis, financial data such as, but not limited to, the number of residential customers billed trash collection charges, total amount received as payment by HU, late payment penalties, and bad debt write offs and recoveries, total amount collected by HU, total amount recorded as receivables and total amount allowed for accounts uncollectible.

It is understood and agreed that any bad debt collection efforts under this agreement are subject to the terms and conditions of the Huntsville Utilities Collections Process Policy and any amendments thereto. The Parties further agree that HU has no obligation hereunder to bring any legal action against a customer for failure to pay the trash and / or recycling fee to the City.

It is understood that HU shall provide necessary customer information to third-party business providers solely for the purpose of facilitating this Agreement. Furthermore, HU shall retain customer records in accordance with Huntsville Utilities' Record Retention Policy.

Section 7 – City's Responsibilities

The City will ensure that an official, employee or agent of the City provide, in a timely manner to HU, the ordinance, as amended, relating to the Trash Collection Fee assessed by the City, which requires billing and payment processing of such fee by HU

The City agrees to use HU's customer information solely for the purpose of facilitating this Agreement and will ensure that policies and procedures are implemented, and training is provided to individuals who will have access to HU's customer information, to reasonably protect the confidentiality of information regarding HU's customers. City agrees to notify HU's President / CEO or CFO immediately upon learning of any breach or possible misuse of such confidential customer information.

The City shall provide to HU the name and position or title of employees or agents of the City responsible for providing the monthly information regarding the City's trash collection customers to HU. If applicable, the City shall submit a Third-Party Network Access Request form and shall insure that employees or agents are aware of and trained to comply with the information security controls, policies and procedures HU and the City have in place to safeguard customer information. The City will immediately notify HU of a change in a designated employee's or agent's status and any breach or suspected breach of such security controls, processes or procedures.

HU reserves the right to audit the City's capability to ensure adequate controls are in place to safeguard the privacy of such customer information and, at HU's sole discretion, to discontinue City's access to HU's customer information in the event HU determines such adequate controls are not effective or are not being applied and adhered to.

The City may pursue a legal action against a customer for failure to pay the trash and / or recycling fee, after HU has made a determination to cease its collections efforts and so notifies City of that determination. The City shall notify HU prior to initiating any such legal action.

If applicable, the City is responsible for payment of collected utility tax to the Alabama Department of Revenue.

Section 8 – Indemnity

The City agrees to defend, indemnify and hold HU harmless from all claims, lawsuits, actions or causes of action, which may or could arise from performance of billing services by HU under this Agreement or from the assessment of a Trash Collection Fee by the City. The parties agree that such duty to defend, indemnify and hold harmless includes, but is not limited to, any claims, lawsuits, actions or causes of action involving in any way the City's collection and payment of sales tax or any other tax to the Alabama Department of Revenue.

Section 9 – Termination of Agreement

HU may terminate this Agreement by serving a written notice to the City at least six (6) months prior to the termination date. If alternate means of collection are not available for the City, HU shall negotiate reasonable terms for extension of this Agreement. The City may terminate this Agreement by serving a written notice to HU at last six (6) months prior to the termination date. This Agreement shall automatically renew for additional one (1) year terms at the end of the Initial Term and each renewal term thereafter unless the terminating party provides the other party with at least six (6) months' prior written notice.

Section 10 – Notices

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If a party desires to give notice to the other party under this Agreement, the notice must be in writing. The party must give the notice either by 1) personal service; 2) delivery by a reputable document delivery service; or 3) mailing 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 written notice.

To City: **City of Madison**
 Attention: Mayor Paul Finley
 100 Hughes Road
 Madison, AL 35758

City of Madison
Attention: City Clerk-Treasurer
100 Hughes Road
Madison, AL 35758

To HU: **Huntsville Utilities**
 Attention: CFO
 112 Spragins Avenue
 Huntsville, AL 35801

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this ____ day of _____, 20____.

Huntsville Utilities

By: _____
Robert Wesley Kelley, President and CEO

ATTEST:

Chairman, Huntsville Electric Utility Board

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Robert Wesley Kelley, and _____ whose names as President and CEO of Huntsville Utilities, and Chairman, Huntsville Electric Utility Board, respectively, are signed to the foregoing Agreement, who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they as such officers and with full authority, executed voluntarily on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this _____ day of _____, 20____.

City of Madison, a municipal corporation
In the State of Alabama

By: _____
Paul Finley, Mayor

ATTEST:

City Clerk-Treasurer

STATE OF ALABAMA)

COUNTY OF MADISON)

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

Given under my hand and official seal of office this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

RESOLUTION NO. 2024-028-R**A RESOLUTION DECLARING AN EMERGENCY NEED TO REPAIR THE WESTCO FIELD PURSUANT TO ALABAMA CODE SECTION 41-16-53**

WHEREAS, the WestCo Field suffered storm damage that caused several concrete bases of poles to be dislodged, bent and broken; and

WHEREAS, a few of the damaged poles have already fallen to the ground; and

WHEREAS, the current condition of the WestCo Field has created an imminent risk of injury to persons and/or property until repairs can be performed on the poles and fencing; and

WHEREAS, the Parks and Recreation Department has requested that the City Council declare an emergency need, pursuant to Alabama Code Section 41-16-53, so that the City may enter into a contract, without the need for a competitive bid, to repair the fencing system to remove the imminent risk of injury and harm to persons and/or property; and

WHEREAS, the Parks and Recreation Department has sought two or more quotations from qualified independent contractors to repair the dangerous condition of the WestCo Field fencing and determined that Baseline Sports Construction, LLC is the lowest quote from a qualified contractor to perform the emergency repairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the condition of the WestCo Field constitutes an imminent danger to people and/or property requiring immediate repair pursuant to Alabama Code Section 41-16-53; and

BE IT FURTHER RESOLVED, the City Council of the City of Madison, Alabama authorizes the Mayor to enter into a contract with Baseline Sports Construction, LLC to conduct the emergency repairs to the WestCo Field in an amount not to exceed **three hundred thousand dollars) (\$300,000.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate payment for such contract.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama









Date: January 4, 2024

Project: Palmer Park – Remove and Replace Backstops @ Fields 1-4

Phone: 361.728.8447

Client: City of Madison, AL

Contact: Randy D'Herde

EM: randy.d'herde@madisonal.gov

SCOPE OF WORK - BASE BID:

1. Provide engineered drawings for backstop system.
2. Remove dug out roof tops and salvage, 4 total.
3. Remove and dispose of netting, fabric and framework, 400' total.
4. Remove and dispose of 8' fence fabric and framework at dugouts.
5. Remove concrete curbing at F3 = 100', F4 = 20'.
6. Adjust and place electrical outlets in junction boxes, 4 total.
7. Saw cut 680' of existing asphalt / concrete at edge of backstops.
8. Form 680' of curbing to encase fence framework and netting poles at edge of backstops.
9. Set 10' fence framework + (16) 30' netting poles and rigging.
10. Pour 680' of new concrete encasement curbing.
11. Install 400' of 10' fence fabric at backstops utilizing vinyl coated material.
12. Install 480' of 8' fence fabric at dugouts utilizing vinyl coated materials.
13. Install new 22' netting including a 2' overlap onto 10' fence.
14. Fabricate mounting system for dug out roofs.
15. Install dugout roofs, 4 total, utilizing existing roofs.
16. Install 9' windscreens at 10' backstop fences + 7' screens @ 8' dugout fences.

Total Budget Cost Range: \$280,000 to \$300,000

SCHEDULE OF ALTERNATES:

- | | |
|---|----------------------|
| 1. Remove and replace 2,560' of outfield fences with 6' black, vinyl coated material: | Add \$206,870 |
| 2. Install 40' x 40' cricket backstop netting utilizing a pully system: | Add \$27,985 |

NOTES, TERMS & CONDITIONS:

1. Assumes uninhibited access and a suitable staging area for project duration.
2. Assumes site spoils can be dumped on site.
3. Does not allow for the repair or replacement of underground utilities if encountered.
4. Does not allow for the repair or replacement of surrounding parking lots or roadways damaged by the heavy equipment required to complete the project.
5. Assumes infield and/or grass restoration to be completed by the City of Madison parks and rec staff.
6. Pricing is good for 30 days and assumes construction winter of 2024.

Randy...Thanks so much for the opportunity! Please don't hesitate to call if you have any questions.


Steve Cliff

M 423.593.8284

Visit us at www.baselinellc.com



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



Date: January 12, 2024 – **REV 1**

Project: Palmer Park – Remove and Replace Backstops @ Fields 1-4

Phone: 361.728.8447

Client: City of Madison, AL

Contact: Randy D'Herde

EM: randy.d'herde@madisonal.gov

SCOPE OF WORK - BASE BID:

1. Remove dug out roof tops and salvage, 4 total.
2. Remove and dispose of netting & damaged framework.
3. Remove & salvage 10' fence fabric.
4. Remove and salvage 8' fence fabric at dugouts.
5. Adjust and place electrical outlets in junction boxes, 4 total.
6. Set up to 16, netting poles and rigging to replace damaged poles.
7. Re-install 10' fence fabric at backstops utilizing existing material.
8. Re-install 8' fence fabric at dugouts utilizing existing materials.
9. Install new netting including a 2' overlap onto fence.
10. Fabricate mounting system for dug out roofs.
11. Re-install dugout roofs, 4 total, utilizing existing roofs.
12. Install 9' windscreens at 10' backstop fences + 7' screens @ 8' dugout fences.

Total Budget Cost Range: \$215,000 to \$235,000

SCHEDULE OF ALTERNATES:

- | | |
|---|----------------------|
| 1. Remove and replace 2,560' of outfield fences with 6' black, vinyl coated material: | Add \$206,870 |
| 2. Install 40' x 40' cricket backstop netting utilizing a pully system: | Add \$27,985 |

NOTES, TERMS & CONDITIONS:

1. Not responsible for "stretch marks" that may occur while re-installing the existing fence fabric.
2. We do not recommend this installation method due to the possibility of failure during heavy wind loads. Baseline Sports Construction, LLC will not accept responsibility for such failures that may occur.
3. Assumes uninhibited access and a suitable staging area for project duration.
4. Assumes site spoils can be dumped on site.
5. Does not allow for the repair or replacement of underground utilities if encountered.
6. Does not allow for the repair or replacement of surrounding parking lots or roadways damaged by the heavy equipment required to complete the project.
7. Assumes infield and/or grass restoration to be completed by the City of Madison parks and rec staff.
8. Pricing is good for 30 days and assumes construction winter of 2024.

Randy...Thanks so much for the opportunity! Please don't hesitate to call if you have any questions.

Steve Clift
M 423.593.8284
Visit us at www.baselinellc.com



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