



Agenda

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA

6:00 PM
Council Chambers
May 12, 2025

AGENDA NO. 2025-09-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor J.C. Hopkins of Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. PRESENTATIONS AND AWARDS

A. Spring 2025 Civic Awareness Academy graduation

B. Presentation by Warren Averett on the results of the FY 2024 City Audit, Single Audit and BallCorps Special Procedures

7. APPROVAL OF MINUTES

A. Minutes No. 2025-08-RG, dated April 28, 2025

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

For Public review and reference, see [Resolution No. 2021-268-R](#) Policy For Public Participation During City Council Meetings.

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. Resolution No. 2025-148-R: Approving a 36-month lease agreement with The Lioce Group, LLC, for a Canon Multi-Function Copier for use by the Fire Department at the Madison Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$291.55 per month to be paid from Fire Department budget)

C. Resolution No. 2025-149-R: Approving a 36-month lease agreement with The Lioce Group, LLC, for a Canon Multi-Function Copier for use by the IT Department at the Madison Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$291.55 per month to be paid from IT Department budget)

D. Resolution No. 2025-150-R: Approving a 36-month lease agreement with The Lioce Group, LLC, for a Canon Multi-Function Copier for use by the Police Department at the Madison Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$291.55 per month to be paid from Police Department budget)

E. Resolution No. 2025-153-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063690 on an incident which occurred March 29, 2025, to a Police vehicle (\$7,658.68 [minus \$1,000 deductible] to be deposited into General Operating account)

F. Acceptance of appropriation from District 2 Madison County Commissioner Steve Haraway to be used towards patrol car computers (\$71,000 to be deposited into Police Donations checking account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

A. Resolution No. 2025-155-R: Authorize funding from the Council Special Projects budget for the purchase of equipment for safety modifications for the Balch Road flashing signal (\$4,939.17 from Council Special Projects Budget)

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

A. Resolution No. 2025-145-R: Appointing Fire Chief for the City of Madison

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

CITY CLERK

- A. **Resolution No. 2025-123-R:** Authorizing the continued levying of ad valorem taxes in the City of Madison at existing rates
- B. **Proposed Ordinance No. 2025-125:** Setting the qualification fees for candidates running for Municipal Office in the 2025 General Municipal Election to be held on Tuesday, August 26, 2025 (First Reading 04/28/2025)

ENGINEERING

- A. **Resolution No 2025-141-R:** Authorizing Amendment No. 4 with Goodwyn Mills and Cawood on Project 22-036 Huntsville-Brownsferry Burgreen Roundabout for two legal exhibits and descriptions to acquire easements (\$2,000 to be paid from Engineering Department budget)

FIRE & RESCUE

- A. **Resolution No. 2025-147-R:** Approving Five-Year Extension of Memorandum of Understanding with Madison Utilities for regular and periodic inspection and flow testing of fire hydrants

INFORMATION TECHNOLOGY

- A. **Resolution No. 2025-134-R:** Authorizing the purchase of wireless and network equipment from PC Solutions & Integration for the Public Safety Annex building (\$26,827.92 to be paid from IT Department budget)
- B. **Resolution No. 2025-135-R:** Authorizing the purchase of UPS battery backups from CT Integrated Solutions for the Public Safety Annex building (\$15,785 to be paid from IT Department budget)
- C. **Resolution No. 2025-136-R:** Authorizing the purchase of network firewall from Unico Technology for the Public Safety Annex building (\$10,490.90 to be paid from IT Department budget)

POLICE

- A. **Resolution No. 2025-151-R:** Authorizing a Contractor Agreement with Applied Digital Solutions, Inc. for the purchase and installation of interview room recording cameras and software (\$29,999.72 to be paid from Police Department budget)

RECREATION

- A. **Resolution No. 2025-146-R:** Authorizing an agreement with Pyro Shows of Alabama, Inc. for July 3, 2025 fireworks show (\$16,000 to be paid from Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-08-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
APRIL 28, 2025**

The Madison City Council met in regular session on Monday, April 28, 2025, 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 Pro Tem President Ranae Bartlett.

Pastor Lewis Martin from The Madison Church of the Nazarene provided the invocation followed by the Pledge of Allegiance led by Pro Tem President Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren.

Public Attendance registered: Leslie Duncan, Don Bracci, Ryan Irish, Leslie Irish, Billie Goodson, Marc Highsmith, Tim Holcombe, Maggie Minsk, David Hergenroeder, Dr. Jim Hatcher, Kathy Patrick, Kenneth Jackson, Karen Thornton, Melanie Stoner, Sarah Sledge, George Sledge, Opie Balch, Margi Daly, John Rody, John Burke, Melissa Lacy, Michael Goodman, Jocelyn Broer, Patricia Guillebeau, Amy Mason, Magnolia Mason, Brian Beitel, Rebecca Franz, Mia Powers, Gregory Cabot, Lisa Grice, Amos Humphries, Rajiv Sharma, Lucretia Boucher, Christina Hearn, John Michael. Patrick Catlyle, Casey Peterson, Robin Gremillion, Bem Gremillion, Sarah Alice Petty, Danny Petty, Dee Voelkel, Tiffany Knox, Donna Ware,

AMENDMENTS TO AGENDA

Council Member Bartlett requested the following amendment be added to the agenda

- Under presentations and awards item D-Presentation from representatives of Madison Utilities

APPROVAL OF MINUTES

MINUTES NO. 2025-07-RG DATED APRIL 14, 2025

Council Shaw moved to approve Minutes No. 2025-07-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF CERTIFICATE TO HDS BOMB SHOP FOR ASSEMBLING SENSORY EGGS FOR SPECIAL NEEDS CHILDREN TO PARTICIPATE IN THE CITY'S EGG-STRAVAGANZA EVENT

Council Pro Tem Bartlett stood in for Mayor Finley and presented certificate to the HDS Bomb Shop representatives. The representatives thanked Council and an applause was received.

THE MADISON FRIENDS OF THE LIBRARY - UPDATE ON CONTRIBUTIONS AND RECENT PROJECTS

Katie Moore, Manager of the Madison Public Library, gave an update on the upcoming activities and events. She also highlighted some of the statistics from the most recent fiscal year. Jeff Davis, President of the Friends of the Library, presented the Madison Public Library with a \$ 18,000 check as well as a thank you.

PRESENTATION OF SURVEY RESULTS FROM THE MADISON POLICE CITIZENS ADVISORY COMMITTEE: COMMUNITY FEEDBACK ON THE MADISON POLICE DEPARTMENT

Dr. Yeqing Bao from the Madison Police Advisory Committee spoke on behalf of Council Member Denzine, which is the liaison for the committee, but was unable to attend the meeting. Mr. Bao reviewed and shared statistics based on surveys taken by Madison City citizens.

PUBLIC COMMENTS

Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or

*text the word **"Comment"** to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.*

Madison Utilities Water manager David Moore spoke and shared that the decision was made at the March 17, 2025, meeting to discontinue fluoridation to the water system for the City of Madison. Mr. Moore explained that the decision doesn't affect the fluoride previously added to the water but doesn't support additional fluoride to the water. Madison Utilities Water Manager David Moore shared the decision wasn't made lightly, however concerning areas such as employee health and structural damage the board made the decision to discontinue.

Council Pro Tem Bartlett opened the floor up for Council to ask questions pertaining to the discontinuation of fluoride in the water. Council Member Wroblewski, Council Member Bartlett and Council Member Powell questioned Mr. Moore with Madison City Utilities about the possible outcome of the decision. Council Member Wroblewski respectfully asked that a decision not be made until the public had an opportunity to either email, call or attend the board meeting Monday, May 5th

The following individuals shared their viewpoint regarding the Madison Utilities' decision to remove fluoride from the City's drinking water:

- Tim Holcombe – District 1
- Kathy Patrick – District 6
- Brian Beitel
- Mike Guillebeau – District 2
- David Hergenroeder – District 7
- Karen Thornton – District 5
- Dr. Jim Hatcher – District 5
- Melanie Stoner
- Robin Gremillion
- Rachel Homolak – District 4
- Rick Makowski – District 7
- Casey Peterson – District 6
- H. Michael Goodman – District 5
- Donna Ware – District 4
- Paul Jackson – District 6
- Leslie Duncan – District 3
- Dee Voelkel – District 6
- Dr. Yeqing Bao – District 5
- Michael Sheehy – District 1
- Tiffany Knox – District 1
- Heather McEachran – District 4
- Gregory (Brock) Cabot – District 2

MAGGIE MINSK (DISTRICT 2)

Ms. Minsk appeared before the Council and Pro Tem Bartlett to voice her concerns on the following items:

- Acknowledged the Council's thoughtful work with the growth of the city
- Thanked Council for maintaining Public Safety
- Thanked Council for making key decisions that affect the future of the city
- Concerned with Madison's future due to recent State Legislation changes

JEFF BURGREN (DISTRICT 2)

Mr. Burgreen appeared before the Council and Pro Tem Bartlett to voice his concerns on the following items:

- Expressed concern with roadside mowing not getting done
- Suggested trees being cut down by Public Works on Burgreen Road due to not being able to see intersection
- Bowers Road and Brownsferry Road -The Northeast corner of the road needs to be extended.
- Madison Utilities Sewer-Concern with Limestone County Subdivision addition

MARGI DALY (DISTRICT 6)

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

- Disappointed with the water board decision
- Freedom of information and transparency
- Sovereign immunity for employees and elected officials

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,715,263.97
ADEM Storm Drainage	\$339.15
Gasoline Tax & Petroleum Inspection fees	\$98,670.04
Street Repair and Maintenance	\$6,015.46
CIP Bond Accounts	\$1,772,521.96
Library Building Fund	\$1,338.73
Regular and periodic bills to be paid	

Resolution No. 2025-133-R: Authorizing an agreement with Tyler Technologies to pull employee data directly from NEOGOV into NWS at an initial cost of \$4,020, followed by an annual maintenance fee of \$436 (to be paid from HR Department budget)

Resolution No. 2025-140-R: Authorizing an amendment to an existing agreement with The Lioce Group for six-month rental of two document production scanners (\$800 a month for 6 months to be paid from City Clerk Department budget)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Absent

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Clarified that a professional opinion was requested concerning the fluoride removal in city water
- Shared update on Millcreek Greenway

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Absent

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Thanked everyone that came and spoke and shared their opinion on the removal of fluoride from Madison City water

COUNCIL DISTRICT NO. 4 GREG SHAW

No business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Thanked all the volunteers that helped with Madison Earth Day at Madison Public Library
- Thanked the volunteers that collected over 20 large bags of trash and debris at the new trailhead
- Shout-out to Congressman Dale Strong for helping a student successfully join the Air Force Academy after a minor health issue
- Monday, May 5th is the next board meeting for Madison Utilities
- Shared disappointment in the way such an important decision by Madison Utilities was made without public input.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Absent

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Absent

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

None

DEPARTMENTAL REPORTS

CITY CLERK**PROPOSED ORDINANCE NO. 2025-125: SETTING THE QUALIFICATION FEES FOR CANDIDATES RUNNING FOR MUNICIPAL OFFICE IN THE 2025 GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, AUGUST 26, 2025 (FIRST READING)**

This is a first reading only

ENGINEERING**RESOLUTION NO 2025-130-R: ACCEPTANCE OF GREENBRIER HILLS PHASE 5 INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Shaw moved to approve Resolution No. 2025-130-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES**RESOLUTION NO. 2025-111-R: APPROVING A REVISED CITY OF MADISON EMPLOYEE SAFETY MANUAL**

Council Member Wroblewski moved to approve Resolution No. 2025-111-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-132-R: CREATING AN HR GENERALIST AND HR SPECIALIST CLASSIFICATION

Council Member Wroblewski moved to approve Resolution No. 2025-132-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2025-100: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 129 CARRIE DRIVE, LOT 15 OF WINDERMERE SUBDIVISION PHASE 2 (FIRST READING 04/14/2025)

Council Member Powell moved to approve Proposed Ordinance No. 2025-100. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-128-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-129; REZONING CERTAIN PROPERTY OWNED BY LILY LANDHOLDINGS, INC. CONSISTING OF 89.27 ACRES LOCATED SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD AND WEST OF BOWERS ROAD FROM AG (AGRICULTURE) TO RC-2 (RESIDENTIAL CLUSTER DISTRICT NO. 2) (FIRST PUBLICATION 5/7/2025, SYNOPSIS 5/14/2025, PUBLIC HEARING 6/9/2025)

Council Member Shaw moved to approve Resolution No. 2025-128-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2025-139-R: AWARD OF BID NO. 2025-010-ITB, TOWING SERVICES, TO IMPORT WRECKER SERVICES FOR THE SERVICES AND AT THE AMOUNTS SET FORTH ON THE ATTACHED BIDDER PRICING SHEET (TO BE PAID FROM POLICE DEPARTMENT VEHICLE MAINTENANCE, OR PAID BY VEHICLE OWNER)

Council Member Wroblewski moved to approve Resolution No. 2025-139-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:53 p.m.

Minutes No. 2025-08-RG, dated April 28th, 2024, read, approved and adopted this 12th day of May 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

RESOLUTION NO. 2025-148-R

**A RESOLUTION AUTHORIZING AN ADDITION TO A LEASE
AGREEMENT WITH CANON FOR MULTI-FUNCTIONAL COPIER
FOR THE FIRE DEPARTMENT**

WHEREAS, on January 9th, 2023, the City of Madison entered into a lease agreement with Canon Financial Services for the lease of copiers for City offices; and

WHEREAS, on the recommendation of the Director of Information Technology, the City seeks to add an additional copier to the lease agreement for the use of the Fire Department located at the Public Safety Annex building, 230 Business Park Boulevard, Building 23A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned lease and payment therefor are hereby authorized, the price of such equipment not to exceed **two hundred ninety-one dollars and fifty-five cents (\$291.55)** per month, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such lease and payment therefor.

READ, APPROVED AND ADOPTED this 12th day of May 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama



2950 Drake Avenue
Huntsville, AL 35806



ahiatt@liocegroup.com



256.650.4141



Proposed For

Presented By

City of Madison – Public Safety Annex **Chris White**

230 Business Park Blvd, Bldg 23A
Madison, AL 35758
256.464.8432

Adam Hiatt **Account Executive**

The Lioce Group
O:256.650.4141
2950 Drake Avenue
Huntsville, AL 35805
www.liocegroup.com





imageRUNNER ADVANCE DX C5840i



Product Description

- Print/Copy Speed: up to 40 ppm (BW/Color, Letter)
- Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
- Print up to 12" x 18"
- Includes two 550-sheet paper cassettes
- Standard security feature set, including Trellix Embedded Control

Space And Power Requirements

- Total Dimensions (W x D x H): 24.41" x 29.17" x 46.77"
- Total Installation Space (W x D x H): 44.80" x 45.75" x 46.77"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE DX C5840i	24.41	28.43	36.89		
Cassette Feeding Unit-AQ1	24.41	25.98	9.88	None	
Inner Finisher-L1	24.61	29.17	8.82	None	
Total	24.41	29.17	46.77		

Dimensions shown for each accessory are its net size. The total dimensions shown include spacing and accessory overlap.



The Lioce Group
 2950 Drake Avenue
 Huntsville, AL
 liocegroup.com
 256.650.4150

Proposed Solution: Canon C5840i (Fire)

Canon C5840i

40 ppm Color Copier
 (4) 550 sheet paper trays
 Inner Finisher
 AirPrint
 Copy, Print, Scan, Fax

Copier Only

<u>Lease Term (Months)</u>	<u>Lease Payment</u>
6	\$1,140.25
36	\$228.40
42	\$198.10

Does not include applicable Taxes
One-time Documentation Fee on all leases

Uniflow

Secure Print
 Follow me printing
 One print management console
 Card Reader

Add this payment to the copier payment

<u>Lease Term (Months)</u>	<u>Added Lease Payment</u>
6	\$169.45
36	\$63.15
42	\$49.10

Does not include applicable Taxes
One-time Documentation Fee on all leases

Maintenance and Supplies

This unit will be added to the City of Madison fleet maintenance agreement at the rates listed below.
 Black & White rate: \$0.0082 per page
 Color Rate: \$0.0587 per page

RESOLUTION NO. 2025-149-R**A RESOLUTION AUTHORIZING AN ADDITION TO A LEASE
AGREEMENT WITH CANON FOR MULTI-FUNCTIONAL COPIER
FOR THE IT DEPARTMENT**

WHEREAS, on January 9th, 2023, the City of Madison entered into a lease agreement with Canon Financial Services for the lease of copiers for City offices; and

WHEREAS, on the recommendation of the Director of Information Technology, the City seeks to add an additional copier to the lease agreement for the use of the IT Department located at the Public Safety Annex building, 230 Business Park Boulevard, Building 23A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned lease and payment therefor are hereby authorized, the price of such equipment not to exceed **two hundred ninety-one dollars and fifty-five cents (\$291.55)** per month, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such lease and payment therefor.

READ, APPROVED AND ADOPTED this 12th day of May 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama



2950 Drake Avenue
Huntsville, AL 35806



ahiatt@liocegroup.com



256.650.4141



Proposed For

Presented By

City of Madison – Public Safety Annex **Chris White**

230 Business Park Blvd, Bldg 23A
Madison, AL 35758
256.464.8432

Adam Hiatt

Account Executive

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www.liocegroup.com





imageRUNNER ADVANCE DX C5840i



Product Description

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- Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
- Print up to 12" x 18"
- Includes two 550-sheet paper cassettes
- Standard security feature set, including Trellix Embedded Control

Space And Power Requirements

- Total Dimensions (W x D x H): 24.41" x 29.17" x 46.77"
- Total Installation Space (W x D x H): 44.80" x 45.75" x 46.77"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
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Cassette Feeding Unit-AQ1	24.41	25.98	9.88	None	
Inner Finisher-L1	24.61	29.17	8.82	None	
Total	24.41	29.17	46.77		

Dimensions shown for each accessory are its net size. The total dimensions shown include spacing and accessory overlap.



The Lioce Group
 2950 Drake Avenue
 Huntsville, AL
 liocegroup.com
 256.650.4150

Proposed Solution: Canon C5840i (IT)

Canon C5840i

40 ppm Color Copier
 (4) 550 sheet paper trays
 Inner Finisher
 AirPrint
 Copy, Print, Scan, Fax

Copier Only

<u>Lease Term (Months)</u>	<u>Lease Payment</u>
6	\$1,140.25
36	\$228.40
42	\$198.10

Does not include applicable Taxes
One-time Documentation Fee on all leases

Uniflow

Secure Print
 Follow me printing
 One print management console
 Card Reader

Add this payment to the copier payment

<u>Lease Term (Months)</u>	<u>Added Lease Payment</u>
6	\$169.45
36	\$63.15
42	\$49.10

Does not include applicable Taxes
One-time Documentation Fee on all leases

Maintenance and Supplies

This unit will be added to the City of Madison fleet maintenance agreement at the rates listed below.
 Black & White rate: \$0.0082 per page
 Color Rate: \$0.0587 per page

Thank you for the opportunity to submit a proposal. Please contact me if you have any questions or need any additional information at (256) 650-4141.

Sincerely,

Adam Hiatt
 The Lioce Group, Inc.

RESOLUTION NO. 2025-150-R

**A RESOLUTION AUTHORIZING AN ADDITION TO A LEASE
AGREEMENT WITH CANON FOR MULTI-FUNCTIONAL COPIER
FOR THE POLICE DEPARTMENT**

WHEREAS, on January 9th, 2023, the City of Madison entered into a lease agreement with Canon Financial Services for the lease of copiers for City offices; and

WHEREAS, on the recommendation of the Director of Information Technology, the City seeks to add an additional copier to this lease agreement for the use of the Police Department located at the Public Safety Annex building, 230 Business Park Boulevard, Building 23A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned lease and payment therefor are hereby authorized, the price of such equipment not to exceed an additional **two hundred ninety-one dollars and fifty-five cents (\$291.55)** per month, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such lease and payment therefor.

READ, APPROVED AND ADOPTED this 12th day of May 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama



2950 Drake Avenue
Huntsville, AL 35806



ahiatt@liocegroup.com



256.650.4141



Proposed For

Presented By

City of Madison – Public Safety Annex **Chris White**

230 Business Park Blvd, Bldg 23A
Madison, AL 35758
256.464.8432

Adam Hiatt **Account Executive**

The Lioce Group
O:256.650.4141
2950 Drake Avenue
Huntsville, AL 35805
www.liocegroup.com



Canon

imageRUNNER ADVANCE DX C5840i




Product Description

- Print/Copy Speed: up to 40 ppm (BW/Color, Letter)
- Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
- Print up to 12" x 18"
- Includes two 550-sheet paper cassettes
- Standard security feature set, including Trellix Embedded Control

Space And Power Requirements

- Total Dimensions (W x D x H): 24.41" x 29.17" x 46.77"
- Total Installation Space (W x D x H): 44.80" x 45.75" x 46.77"
- Main Unit Power Requirements: 120V/10A
- Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE DX C5840i	24.41	28.43	36.89		
Cassette Feeding Unit-AQ1	24.41	25.98	9.88	None	
Inner Finisher-L1	24.61	29.17	8.82	None	
Total	24.41	29.17	46.77		

Dimensions shown for each accessory are its net size. The total dimensions shown include spacing and accessory overlap.



The Lioce Group
 2950 Drake Avenue
 Huntsville, AL
 liocegroup.com
 256.650.4150

Wednesday, April 09, 2025

Proposed Solution: Canon C5840i (Special Ops)

Canon C5840i

40 ppm Color Copier
 (4) 550 sheet paper trays
 Inner Finisher
 AirPrint
 Copy, Print, Scan, Fax

Copier Only

<u>Lease Term (Months)</u>	<u>Lease Payment</u>
6	\$1,140.25
36	\$228.40
42	\$198.10

Does not include applicable Taxes
One-time Documentation Fee on all leases

Uniflow

Secure Print
 Follow me printing
 One print management console
 Card Reader

Add this payment to the copier payment

<u>Lease Term (Months)</u>	<u>Added Lease Payment</u>
6	\$169.45
36	\$63.15
42	\$49.10

Does not include applicable Taxes
One-time Documentation Fee on all leases

Maintenance and Supplies

This unit will be added to the City of Madison fleet maintenance agreement at the rates listed below.
 Black & White rate: \$0.0082 per page
 Color Rate: \$0.0587 per page

RESOLUTION NO. 2025-153-R**AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM
ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A POLICE
VEHICLE (CLAIM NO. 063690)**

WHEREAS, on March 29, 2025, at approximately 2:19 a.m., which loss upon the best knowledge of insured was caused by a collision with another vehicle.

WHEREAS, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison's insurance provider, has submitted an insurance payment to the City of Madison in the amount of \$7,658.62 with a deductible of \$1,000.00.

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 final settlement offer in the amount of \$7,658.62 with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for the said collision, \$6,658.62. 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 at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12^h day of May 2025.

John Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2025

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2024
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

063690CH
ADJUSTER FILE NUMBER
063690CH
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.
2021	Ford	Explorer	1FM5K8AB2MGA64242

DATE OF LOSS CAUSE

A loss occurred on the 29th day of March, 2025, about the hour of 2:19 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV/OV 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: _____

VALUE

(If a total loss)

WHOLE LOSS DEDUCTIBLE AMOUNT

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$7,658.62
The deductible provision applicable to this loss (\$1,000.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$6,658.62

IN THE EVENT OF THEFT

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

SUBROGATION

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

STATEMENTS OF INSURED

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

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

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

Date: 4-28-2025

SIGNATURE

Witness: _____

Subscribed and sworn to before me this 28 day of April, 2025



Kerri Sulyma
NOTARY PUBLIC

**MADISON COUNTY COMMISSION****Steve Haraway**Commissioner
District Two

April 30, 2025

City of Madison
Police Department
100 Hughes Road
Madison, Alabama 35758

Enclosed herewith please find Madison County Commission check number 95761 dated April 24, 2025 in the amount of \$71,000.00 payable to City of Madison. This one-time appropriation from the District 2 budget is to be used towards patrol car computers.

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Haraway", is written over a horizontal line.

Steve Haraway
Commissioner
Madison County Commission, District 2

Enclosure

RESOLUTION NO. 2025-155-R

**AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL
PROJECTS BUDGET FOR BALCH ROAD SIGNAL MODIFICATIONS**

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

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

WHEREAS, the City Council finds that an expenditure of public funds to provide funding to purchase equipment for safety modifications for the Balch Road flashing signal meets a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed **four thousand nine hundred thirty-nine dollars and seventeen cents (\$4,939.17)**, is authorized from the Council Special Projects budget for the above-described purpose.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of May 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

G & C**SUPPLY CO., Inc.****QUOTATION**

WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 - 1105 State Route 77
Atwood, TN 38220
(731)662-7193 or (800)238-3836

Order Number	
2033259	
Order Date	Page
04/11/2025 11:39:02	1 of 2

Bill To:

MADISON STREET DEPARTMENT
100 HUGHES ROAD
MADISON, AL 35758

Ship To:

MADISON STREET DEPARTMENT
240 PALMER ROAD
MADISON, AL 35758

(205) 772-0000

Customer ID: 3925

PO Number				Ship Route	Taker		
				SIGN	CANTWINE		
Quantities			Status Key B = Backorder D = Direct C = Canceled P = Production	Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Remaining	Status of Balance					
2	2			ECO2-141403 SIGN ALERT CABINET- 14"X14"X3"	EA	337.9400	675.88
2	2			DS-A1-40 SOLAR PANEL- 40W (20.7L X 25.7W X 1.38D)	EA	296.9000	593.80
4	4			BAT-12-18A 18 AMP, 12V, AGM BATTERY (7.13 X 2.99 X 6.54)	EA	76.8900	307.56
2	2			CROSSTALK-CW-4 RADIO- WIRELESS: 900 MHZ RADIO (1500 FT RANGE); TIME AND SCALE SWITCHES	EA	995.5000	1,991.00
2	2			ANTENNAKIT-1 ANTENNA FOR 900MHZ RADIO (SH-MPANTENNA6) INCLUDES CABLE (CE-900-CABLE-10)	EA	88.8900	177.78
2	2			NS NON-STOCK FA-MUTCD-KIT MUTCD HARDWARE KIT	EA	54.3800	108.76
1	1			NS NON-STOCK LINE LEFT BLANK INTENTIONALLY **NEW SYSTEM STARTS BELOW**	NC	0.0000	0.00
1	1			CROSSTALK-CW-4 RADIO- WIRELESS: 900 MHZ RADIO (1500 FT	EA	995.5000	995.50

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock
items are non-returnable.

G & C**SUPPLY CO., Inc.****QUOTATION**

WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 - 1105 State Route 77
Atwood, TN 38220
(731)662-7193 or (800)238-3836

Order Number	
2033259	
Order Date	Page
04/11/2025 11:39:02	2 of 2

<i>Quantities</i>			<i>Status Key</i> B = Backorder D = Direct C = Canceled P = Production	<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Remaining</i>	<i>Status of</i> <i>Balance</i>					

RANGE); TIME AND SCALE SWITCHES

1	1		ANTENNAKIT-1	EA	88.8900	88.89
			ANTENNA FOR 900MHZ RADIO (SH-MPANTENNA6) INCLUDES CABLE (CE-900-CABLE-10)			

Total Lines: 9

SUB-TOTAL: 4,939.17

TAX: 0.00

AMOUNT DUE: **4,939.17**

U.S. Dollars

RESOLUTION NO. 2025-145-R**A RESOLUTION APPOINTING THE FIRE CHIEF
OF THE CITY OF MADISON**

WHEREAS, pursuant to §11-43-5, Code of Alabama, 1975, the City Council may provide for the appointment of a chief of the fire department ("Fire Chief") and prescribe the duties of the office; and

WHEREAS, pursuant to Alabama Code §11-43-7 and §11-43-8, the City Council of the City of Madison, Alabama, may prescribe the salaries of municipal employees and officers; and

WHEREAS, the City Council has established a salary range for the Fire Chief's position via Ordinance No. 2024-241, and it has prescribed the duties of the Fire Chief's office;

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

Section 1. The annual salary of the Fire Chief is established at one hundred sixty-nine thousand two hundred sixty-seven dollars (\$169,267) provided, however, that the occupant of said office may receive salary adjustments pursuant to the Personnel Policies and Procedures of the City of Madison and applicable City ordinances.

Section 2. The Fire Chief shall be appointed and shall serve in accordance with §26-77 of the Madison City Code, and the Fire Chief shall have the powers and duties outlined in Article IV, §26 of the Madison City Code, in the job description for the position, and in other applicable ordinances and resolutions of the City.

Section 3. The person appointed to the Fire Chief position shall be appointed for a term coextensive with that of the Mayor, conditioned upon good conduct and efficiency. However, the Fire Chief may be subject to removal for just cause pursuant to the Personnel Policies and Procedures of the City of Madison and applicable City ordinances.

Section 4. Acting Fire Chief **Brandy Williams** is appointed as the Fire Chief effective May 12, 2025.

Section 5. By adoption of this Resolution, the City Council hereby ratifies the Mayor's salary negotiations with the Fire Chief.

READ, APPROVED, and ADOPTED this 12th day of May, 2025.

John D. Seifert, II
Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 12th day of May, 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-123-R

ANNUAL RESOLUTION AUTHORIZING CONTINUING LEVY OF AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES

WHEREAS, *Ala. Code* §11-51-42 imposes on the City Council the duty to levy, during the month of May of each year, a tax on the property situated in the City for the next succeeding tax year at a rate not exceeding the constitutional limit authorized to be levied by the City on the value of such property as assessed for state taxation, as shown on the books of assessment for the state and county tax year ending September 30 next succeeding the levy, and for the Mayor or City Clerk, on or before June 1 next succeeding the levy, to certify and deliver to the Tax Assessor of Madison County and the Revenue Commissioner of Limestone County a copy of the resolution adopted by the Council; and

WHEREAS, the City Council, by Resolution No. 89-23-R, adopted on May 23, 1989, levied the following ad valorem taxes as authorized by Article XI, Sections 216 and 217, and Amendments 56, 269, and 373 to the Alabama Constitution of 1901, and by a special election and referendum held pursuant to Madison City Ordinance No. 89-11:

- Five and one half (5-1/2) mills for general obligation bond issues and general municipal purposes
- One-half (1/2) mill special library tax
- Seven (7) mills for general municipal purposes; and

WHEREAS, the City Council, by Resolution No. 93-144-R, adopted on May 27, 1993, levied the following ad valorem taxes as authorized by Article XI, Sections 216 and 217, and Amendments 56 and 373, of the Alabama Constitution of 1901, and by Act No. 93-548 and a special election and referendum held on September 28, 1993 pursuant to Ordinance No. 93-85 and Resolution No. 93-58-R of the City Council of the City of Madison:

- Eleven (11) mills for general school purposes; and

WHEREAS, the City Council, by Resolution No. 2009-106-R, adopted on May 26, 2009, as amended by Resolution No. 2009-110-R, levied the following ad valorem taxes as authorized by Amendment 805 to the Constitution of the State of Alabama approved on November 4, 2008, and codified in the Official Recompilation of the Alabama Constitution of 1901, Local Amendments, Limestone County §14:

- Ten and one-half (10-1/2) mills of additional ad valorem tax for general school purposes on all taxable property located in the portion of the City of Madison, Alabama, located in Limestone County, Alabama; and

WHEREAS, the City Council by Resolution No. 2019-277-R adopted on September 24, 2019, levied the following ad valorem taxes as authorized by Amendment No. 373 to the Constitution of the State of Alabama of 1901:

- Twelve (12) mills of additional ad valorem tax for public educational purposes on all taxable property located in the City of Madison, Alabama; and

WHEREAS, the levy of the above-referenced ad valorem taxes on taxable property located in the City of Madison, Alabama, does not exceed the permissible levy of taxes under the laws and Constitution of the State of Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, sitting in regular session on this the 12th day of May 2025, as follows:

Section 1. That the City of Madison, Alabama, a municipality located in Madison County and Limestone County within the State of Alabama, does hereby levy the following ad valorem taxes, all as set out below:

- Seven (7) mills for general ad valorem tax purposes as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional five and one-half (5-1/2) mills of ad valorem tax as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100.00 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional one-half (1/2)-mill special library tax to be used exclusively for public library purposes in accordance with Amendment No. 269 of the Constitution of Alabama of 1901 as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional eleven (11) mills of ad valorem tax for general school purposes on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional ten and one-half (10-1/2) mills of ad valorem tax for general school purposes applicable in the portion of the City of Madison located in Limestone County, Alabama on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison located in Limestone County, Alabama.
- An additional 12 (twelve) mills of ad valorem tax for general school purposes on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison, Alabama.

Section 2. That the taxing authorities of Madison County and Limestone County be and they are hereby authorized and directed to assess and collect the ad valorem taxes levied in Section 1 above, and the City Council does hereby certify the said rate of taxation for the purposes outlined above, the same to be assessed and placed on the records of the taxing authorities in Madison County and Limestone County, said assessment and collection to be effective for the tax year beginning October 1, 2025 and ending September 30, 2026 and continuing in subsequent tax years, until repealed.

Section 3. That the taxing authorities of Madison County and Limestone County be and they are hereby authorized and directed to take all steps and actions necessary for the proper assessment and collection of each of the ad valorem taxes levied by Section 1 of this Resolution.

Section 4. If any clause, phrase, sentence, paragraph, or provision of this Resolution shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

BE IT FURTHER RESOLVED that the City Clerk-Treasurer of the City of Madison, Alabama, be and hereby is directed to certify this Resolution under the name and seal of the City of Madison, Alabama, and to deliver a certified copy thereof to the following taxing authorities:

- A. To Madison County taxing authorities as follows:
 - (1) Tax Assessor of Madison County, Alabama
 - (2) License Commissioner of Madison County, Alabama
 - (3) Tax Collector of Madison County, Alabama
- B. To Limestone County taxing authorities as follows:
 - (1) Revenue Commissioner of Limestone County, Alabama
 - (2) License Commissioner of Limestone County, Alabama

The delivery of the certified copies of this Resolution shall be made immediately upon adoption of this Resolution.

READ, PASSED, AND ADOPTED this 12th day of May 2025.

John D. Seifert II, President
Madison City Council
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of 12th day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-125

**AN ORDINANCE SETTING QUALIFICATION FEES FOR THE
CITY OF MADISON 2025 GENERAL MUNICIPAL ELECTION**

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

SECTION 1: A qualification fee in the amount of fifty dollars (\$50.00) is hereby fixed and imposed upon all candidates seeking election as Mayor of the City of Madison, Alabama.

SECTION 2: A qualification fee in the amount of fifty dollars (\$50.00) is hereby fixed and imposed upon all candidates seeking election as Council Member of the City of Madison, Alabama.

SECTION 3: Such qualification fee shall be paid to the City Clerk-Treasurer and deposited to the General Fund of the City at or prior to the time of filing qualification papers by any such candidate.

SECTION 4: Any person desiring to qualify who is not financially able to pay the fees specified in Sections 1 and 2 of this Ordinance may still qualify as a candidate, provided that such a prospective candidate furnishes the City Clerk with a signed and notarized Affidavit of Indigency, a form of which is attached to this Ordinance as Exhibit A, and which shall be kept on file in the office of the City Clerk-Treasurer.

SECTION 5: This Ordinance is adopted pursuant to Section 11-46-2 of the Alabama Code of 1975 and shall be effective in all elections, both general and special, for aforesaid offices from and after the date of adoption.

ADOPTED this 12th day of May 2025.

ATTEST:

John D. Seifert, II, Council President
City of Madison, Alabama

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

APPROVED this ____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

Affidavit of Indigency

I, the undersigned, being first duly sworn depose and say that I am a citizen of the City of Madison, _____ County, and reside at _____ in said City; that I desire to become a candidate for the office of _____ in said City for the term of four years at the election of such office to be held on August 26, 2025 and at a runoff election, if necessary, to be held on September 23, 2025; that I am duly qualified to hold such office if elected thereto; that I am indigent and financially unable to pay the qualifying fee established to become a candidate for such office and hereby request a waiver of this fee pursuant to Ordinance 2025-125 of the City of Madison and I hereby request that my name be printed upon the official ballot at said election.

Signed

Printed

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily.

Given under my hand this the ____ day of _____ 2025.

Notary Public

RESOLUTION NO. 2025-141-R**A RESOLUTION AUTHORIZING AMENDMENT NUMBER FOUR TO A
PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS
CAWOOD, LLC FOR RIGHT OF WAY PREPARATION**

WHEREAS, pursuant to Resolution No. 2022-190-R the City Council of the City of Madison, Alabama authorized a professional services agreement with Goodwyn Mills Cawood, LLC (herein "GMC") for engineering design and development services for roadway plans for the construction of a roundabout at Huntsville-Brownsferry Burgreen intersection; and

WHEREAS, the original agreement was entered for an amount not to exceed one hundred twenty thousand six hundred forty-five dollars (\$120,645.00); and

WHEREAS, pursuant to Resolution No. 2024-040-R, Change Order No. One was authorized for additional right of way acquisition preparation in the amount of nine hundred dollars (\$900.00) per parcel; and

WHEREAS, pursuant to Resolution No. 2024-105-R, Change Order No. Two was authorized to include professional services for the flat fee of one thousand two-hundred dollars (\$1,200) for additional services during the bid-phase of the Project; and

WHEREAS, pursuant to Resolution No. 2024-198-R, Change Order No. Three was authorized to include professional services for right of way acquisition preparation for one parcel in the amount of nine hundred dollars (\$900.00); and

WHEREAS, The Engineering Department requests that the City Council approve Change Order No. Four to include professional services for the preparation of two legal exhibits and descriptions necessary to acquire rights of way or easements that will increase the fee for the Contractor's services by an additional two thousand dollars (\$2,000.00).

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute Amendment Number Four to the Professional Services Agreement with Goodwyn Mills Cawood, LLC, said Amendment to the Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment No. 4: Intersection Improvements at Huntsville-Browns Ferry Road and Burgreen Road," 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

Resolution No. 2025-141-R

Page 1 of 2

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 Goodwyn Mills Cawood, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of May 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT NO. 4

INTERSECTION IMPROVEMENTS AT HUNTSVILLE-BROWNS FERRY ROAD
AND BURGEE ROAD
GMC PROJECT NO. THUN220009

STATE OF ALABAMA
LIMESTONE COUNTY

The AGREEMENT made on July 13, 2022, hereinafter referred to as THE ORIGINAL CONTRACT, by and between the City of Madison, Alabama, a municipal corporation (OWNER); and Goodwyn Mills Cawood, LLC (ENGINEER) is Amended as of the _____ day of _____, 2025, to incorporate the following additional work which the OWNER now desires to accomplish:

The purpose of this amendment is to provide payment for additional services performed by the ENGINEER below.

Right of Way Acquisition Preparation

Prepare the following map and information for acquisition of land and or interest of land required for roadway improvements and appurtenances:

- A. Right of Way Tract Sketch's
 - 1. Proposed roadway alignment, Right of Way lines and/or associated easements
 - 2. Determine parcel locations and size (area required and remaining)
 - 3. Acquisition tabulation for each parcel
- B. Legal Descriptions of required Right of Way and/or associated easement(s)

Right of Way Tract Preparation \$ 2,000/sketch & legal Initial: _____

All terms and conditions of THE ORIGINAL CONTRACT shall remain in full force and effect.

OWNER:

CITY OF MADISON, AL

Paul Finley, Mayor

ENGINEER:

GOODWYN MILLS CAWOOD, LLC

Timothy J. Westhoven

Date

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer

ATTEST:

RESOLUTION NO. 2025-147-R

**A RESOLUTION AUTHORIZING EXTENSION OF
MEMORANDUM OF UNDERSTANDING WITH MADISON UTILITIES
FOR FIRE HYDRANT TESTING AND INSPECTION**

WHEREAS, the City of Madison and the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, an Alabama public utility corporation, entered into an agreement in May 2020 for periodic inspection and flow testing of fire hydrants, and said agreement provided for three renewal terms of five years each; and

WHEREAS, the City and Madison Utilities desire to approve the first five-year extension option;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to give notice of the City's approval of the first five-year extension of the Memorandum of Understanding with Madison Utilities dated May 12, 2020, for the regular and periodic inspection and flow testing of City fire hydrants; 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 12th day of May, 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May, 2025.

Paul Finley, Mayor
City of Madison, Alabama

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Water and Wastewater Board of the City of Madison (dba Madison Utilities)
and the City of Madison, Alabama**

This memorandum will serve as an understanding between the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") and the City of Madison, Alabama (hereinafter the "City"), (collectively, the "Parties") regarding regular and periodic inspection and flow testing of fire hydrants in the City of Madison, Alabama (hereinafter the "MOU").

1.0 INTRODUCTION

The City has granted a franchise to MU to provide water and sewer service to residents of the City of Madison. The City and the Board last entered into such a franchise agreement by the City's approval of Ordinance 2015-78 on March 23, 2015, which franchise was accepted by MU on April 6, 2015 (the "2015 Franchise Agreement"). Under Section 6 of the 2015 Franchise Agreement, MU agreed that it would inspect, maintain, extend, replace, improve as necessary, and supply continuous water supply to a system of fire hydrants sufficient to provide fire protection for the City. MU has adequately fulfilled its obligation to provide the described fire hydrant inspection and maintenance program under the Franchise Agreement.

However, under current Insurance Service Organization ("ISO") Fire Suppression Rating Schedule ("FSRS") used for calculating the City's Public Protection Classification ("PPC"), also referred to as a fire score, or fire rating, additional points are available for increasing the frequency of inspection and flow testing of fire hydrants serving the City. Increasing the frequency of inspection and flow testing could have a positive impact on the City's ISO fire rating. The Madison Fire Department ("MFD") has expressed interest in participating in an enhanced Fire Hydrant Inspection and Flow Testing program in order to potentially improve the City's ISO fire rating.

2.0 AUTHORITY

Each of the parties to this Agreement covenants that it has full authority to enter into this MOU. The undersigned covenant that they have authority to enter into this agreement on behalf of the parties.

3.0 TERM AND TERMINATION

3.1 Term

This MOU shall have a term of five years, subject to earlier termination as provided herein, and may be renewed at the option either party for three (3) successive terms of five years each.

3.2 Termination

This MOU may be terminated by either party at any time, with or without cause, on thirty (30) days' notice to the other party.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 City Responsibilities

MFD employees of the City, following adequate training by MFD employees who are knowledgeable of this agreement and proper hydrant testing protocol, will assume responsibility for a City Fire Hydrant Inspection and Flow Testing Program ("City Testing Program") of all MU fire hydrants within the City on such frequency as may be determined to be advantageous to the City's objective to improve and/or maintain its ISO fire rating.

Before any MFD personnel participates in the City Testing Program, he/she will actively participate in and complete training provided by MFD under this MOU regarding the proper means and methods of inspecting and conducting flow testing of hydrants. New MFD personnel who have not received training established by MFD hereunder, may engage in the City Testing Program only under the direction and supervision of MFD personnel who have completed the training, until training for new personnel can be scheduled and completed.

The City Testing Program, at a minimum, will include the following, as to each hydrant inspected or tested:

Hydrant Inspection (**no less than annually**) includes:

- Visual Inspection
- To the extent necessary and permitted by City ordinance or regulations, clearing away and removing any vegetation, ant beds, or other impediments to use and operation of the hydrant
- Removing, greasing and replacing the caps on all nozzles on the hydrant
- Planning for handling or appropriately deflecting water discharge from the hydrant during inspection to avoid risk of disruption of vehicular or pedestrian traffic, formation of ice (in winter), erosion or damage to public or private property
- With caps in place, opening the hydrant operating nut ("valve") to test for leaks
- Removing caps and opening the hydrant operating nut to flush the hydrant
- **Closing the operating nut or valve SLOWLY to avoid potential creation of water hammer that could damage MU's supply lines.**
- Assuring that the hydrant valve is properly closed and sealed without leaks
- Collecting, removing any equipment used in the inspection, cleaning the area and restoring any damage, erosion, or standing water, to pre-inspection condition.
- Immediately reporting to MU any failure or inability to properly seat the hydrant valve without leaks.
- If a hydrant is defective or otherwise inoperable, "black-bagging" the hydrant and notifying MU within 48 hours that the hydrant is out of service.

Hydrant Flow Testing (**no less than once each five years**) includes:

- All steps provided above for Hydrant Inspection
- Conducting hydrant flow test in compliance with the American Water Works Association (AWWA) Manual of Water Supply Practices M17 "Fire Hydrants: Installation, Field Testing, and Maintenance (5th Edition), or as said manual may be revised or amended during the term of this MOU.
- Reporting to MU any issues relating to water flow to a hydrant within 48 hours of the flow test.
- At its option, the City may paint hydrant bonnets for the purpose of color-coding them to denote applicable flow rates of hydrants based on data obtained by hydrant flow testing. If the City chooses to do so, it will take all responsibility for adhering to a standard protocol for color-coding of hydrant bonnets, for assuring that the paint on bonnets is properly maintained, and for providing MU with copies of all documentation of all flow rate classifications maintained by the City.

No less than annually, the City will provide MU with a copy of all recorded raw data, and any compilation or reporting thereof into a report, ISO Fire Rating Application or other presentation or record, which data, information, or documents obtained or created in connection with operation of the City Testing Program.

To the extent that the City acquires or maintains a hydrant numbering, location, or classification system, or GIS data relating to location or classification of hydrants, the City will provide that information or data to MU in its native format and update such data no less frequently than annually. This information should include data relating to private or "silver" hydrants, to the extent that such data is maintained by the City.

The City will bear financial responsibility for damage to MU hydrants, water mains or supply lines, or water quality caused by negligent hydrant inspection or flow testing by City personnel. Upon notification or discovery of any such damage, MU will make necessary repairs and will notify the City of the actual labor and material costs incurred as a result of the damage. Unless responsibility for the damage is contested by the City as provided herein, payment will be due to MU from the City within thirty (30) days of its receipt of notice of such costs. If any such cost remains unpaid for any fiscal year in which this MOU is in effect, MU shall deduct all unpaid repair costs incurred by MU during the fiscal year from the annual franchise fee payment otherwise due to the City under the 2015 Franchise Agreement.

Subject to applicable law, the City will indemnify and hold MU harmless from any liability or costs associated with claims of any third-party arising from the City's engagement in hydrant inspection or flow testing under this Agreement.

The City's responsibility for payment of damage claims and indemnification under this section 4.1 shall survive any expiration or termination of this MOU.

4.2 MU Responsibilities

MU will provide technical assistance as needed or requested by the City to assist the City with:

- Location information regarding all fire hydrants located in the City
- Technical information or specifications regarding fire hydrants owned and maintained by MU
- Updates to training advice, consultation, or resources regarding best practices for inspection and flow testing under the City Testing Program
- Location and other relevant information regarding new hydrants accepted into MU's maintenance system
- Updates from AWWA regarding hydrant inspection or flow testing procedures.

MU will promptly respond to repair or replace any "black-bagged" hydrant taken out of service, or other hydrant in need of repair, based on any report made to MU by the City or which is otherwise brought to MU's attention. MU will also promptly consider and seek to implement, appropriate and reasonable solutions to any reported inadequate flow issues related to hydrants operated within MU's water system within the City. This obligation, however, does not extend to private, or "silver hydrants" which have not been accepted into MU's maintenance system and are the responsibility of private owners.

MU will provide all hydrant inspection and flow testing for MU hydrants located outside of the City.

Upon notification or discovery of damage to its hydrants, water distribution system, or diminution of water quality resulting from negligent hydrant inspection or flow testing by the City, MU will make necessary repairs and will notify the City of and provide documentation for the actual labor and material costs incurred as a result of the damage, for which the City will have responsibility to reimburse MU as provided in this Agreement.

Upon the termination or expiration of this MOU, MU will resume provision of hydrant inspection and flow testing required in its judgment to adequately and properly maintain its system of fire hydrants consistent with its prior practices in fulfillment of the requirements of the 2015 Franchise Agreement.

5.0 MISCELLANEOUS

5.1 *City Testing Program as Compliance with MU inspection responsibility.*

For and during the term of this MOU and any extensions thereof, the City Testing Program conducted by the City as provided in this MOU will be deemed by the parties to satisfy any inspection responsibility MU owes to the City under the 2015 Franchise Agreement, as to fire hydrants located within the City. The City Testing Program does not relieve MU of its on-going responsibility to properly maintain, extend, replace, improve as necessary, and supply continuous water supply to its system of fire hydrants sufficient to provide fire protection for the City, as

required by the 2015 Franchise Agreement. MU may, however, rely on reports from the City and the City's inspection of MU fire hydrants, regarding the need for hydrant repair or maintenance.

5.2 *Immigration Provision.*

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

6.0 NOTICES

Notices under this MOU shall be sent the following addresses:

City of Madison
c/o Mayor's Office
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

With a copy to:
Legal Department
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

Madison Utilities
c/o General Manager
101 Ray Sanderson Drive
Madison, AL 35758

With a copy to:
Lanier Ford Shaver & Payne, P.C.
2101 Clinton Avenue W. Suite 102
Huntsville, AL 35805

7.0 SUCCESSORS IN INTEREST

The provisions of this MOU shall be binding upon and inure only to the benefit of the parties to the MOU and shall not be assigned to any other party without express written approval of the other parties.

8.0 COMPLIANCE WITH GOVERNMENT REGULATIONS

Each party to this MOU agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this MOU.

9.0 SEVERABILITY

If any provision of this MOU is declared by a court having jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular provision held to be invalid.

10.0 AMENDMENTS

The terms and conditions of this MOU shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

11.0 GOVERNING LAW AND DISPUTE RESOLUTION


This MOU shall be governed by and construed in accordance with the laws of the State of Alabama.

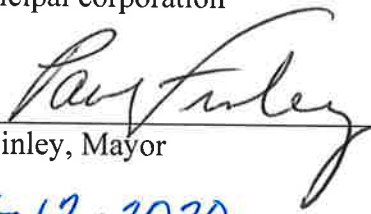
The parties shall endeavor to resolve any dispute arising out of or relating to this MOU by mediation under the Alabama Civil Mediation Rules. Unless the parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster.

Any controversy or claim arising out of or relating to this MOU or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:


Melanie A. Williard,
City Clerk Treasurer


Paul Finley, Mayor
05-12-2020
Date

**WATER AND WASTEWATER BOARD
OF THE CITY OF MADISON
doing business as MADISON UTILITIES**

ATTEST:


Emory DeBord, Secretary


Terris Tatum, Chairman

5/5/20
Date

RESOLUTION NO. 2025-134-R

A RESOLUTION ACCEPTING QUOTE FROM PC SOLUTIONS & INTEGRATION FOR WIRELESS AND NETWORK EQUIPMENT

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 quotes for wireless and network equipment for the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, said documents to be substantially similar in purpose, intent, and composition to those certain documents attached hereto and identified as **Quote No. 015665 and Quote No. 015547**. 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 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 PC Solutions & Integration in the amount(s) and manner authorized by the quotes 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 12th day of May 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama



We have prepared a quote for you

Core New Building

Quote # 015547
Version 1

Prepared for:

City of Madison - AL

Prepared by:

PC Solutions & Integration

Core New Building

Quote Information:

Quote #: 015547

Version: 1

Delivery Date: 04/09/2025

Expiration Date: 07/08/2025

Prepared for:

City of Madison - AL

100 Hughes Road

Madison, AL 35758

Chris White

(256) 464-8432

chris.white@madisonal.gov

Prepared by:

PC Solutions & Integration

Stephen Cochran

6014082945

Fax 305-667-0618

scochran@pcsusa.net

Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
1	Q9Y78AAE	HPE Central Foundation - Subscription License - 1 Switch (48 Ports) - 1 Year - Available via Electronic	\$215.61	1	\$215.61
2	JL658A	HPE 6300M 24-port SFP+ and 4-port SFP56 Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - 85 W Power Consumption - Optical Fiber - 1U - Rack-mountable - Lifetime Limited Warranty	\$6,532.16	1	\$6,532.16
3	JL085A#ABA	HPE Aruba X371 12VDC 250W 100-240VAC Power Supply - 120 V AC, 230 V AC Input - 12 V DC Output - 250 W	\$216.08	1	\$216.08
4	JL563C	Aruba SFP+ Module - For Data Networking, Optical Network - 1 x RJ-45 10GBase-T Network10 Gigabit Ethernet - 10GBase-T0.03 km Maximum Distance	\$545.37	24	\$13,088.88
5	J4858D	HPE 1G SFP LC SX 500m OM2 MMF Transceiver - For Optical Network, Data Networking - 1 x LC 1000Base-SX Network - Optical Fiber - Multi-mode - Gigabit Ethernet - 1000Base-SX	\$136.73	8	\$1,093.84
Subtotal:					\$21,146.57

Quote Summary

Description	Amount
Products	\$21,146.57
Total:	\$21,146.57

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration



We have prepared a quote for you

City of Madison 515's and 577

Quote # 015665
Version 1

Prepared for:

City of Madison - AL

Prepared by:

PC Solutions & Integration

City of Madison 515's and 577

Quote Information:

Quote #: 015665

Version: 1

Delivery Date: 04/18/2025

Expiration Date: 07/17/2025

Prepared for:

City of Madison - AL

100 Hughes Road

Madison, AL 35758

Chris White

(256) 464-8432

chris.white@madisonal.gov

Prepared by:

PC Solutions & Integration

Stephen Cochran

6014082945

Fax 305-667-0618

scochran@pcsusa.net

Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
1	S3J30A	Aruba AP-515 Dual Band IEEE 802.11 a/b/g/n/ac/ax 2.69 Gbit/s Wireless Access Point - Indoor - 5 GHz, 2.40 GHz - 4 x Internal Antenna (s) - Internal - MIMO Technology - Multi User MIMO - 2 x Network (RJ-45) - 2.5 Gigabit Ethernet, Gigabit Ethernet - Bluetooth	\$4,991.43	1	\$4,991.43
2	Q9G71A	HPE AP-MNT-D Mounting Bracket for Wireless Access Point - 10 Pack	\$101.82	1	\$101.82
3	Q9Y58AAE	HPE Central Foundation - Subscription License - 1 Access Point - 1 Year - Available via Electronic	\$58.81	10	\$588.10
Subtotal:					\$5,681.35

Quote Summary

Description	Amount
Products	\$5,681.35
Total:	\$5,681.35

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

RESOLUTION NO. 2025-135-R**A RESOLUTION ACCEPTING QUOTE FROM CT INTEGRATED SOLUTIONS FOR UPS BATTERY BACKUPS**

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 quote for UPS battery backups for the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, said document to be substantially similar in purpose, intent, and composition to that certain quote attached to this Resolution and dated April 17, 2025. 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 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 CT Integrated Solutions in the amount(s) and manner authorized by the 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 12th day of May 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama



Project City of Madison Public Safety Annex
 Attn: Chris White
 Today's Date: April 17, 2025
 (This quote is good for 10 days.)

CTIS is pleased to offer this response to your recent request for 2- APC UPS System for your Madison Public Safety Annex location. CTIS is pleased to offer the following proposal.

SCOPE – UPS System:

- Provide (2) APC 5,000 UPS backup power units.
- CTIS will install it onto the racks. (Power outlets hook up by others.)

4250-WATT 5000VA
 ONLINE UPS 208V

Assumptions:

- ✚ This quote does not include extra material or attic stock other than listed above.

Disclaimer:

This quote is strictly confidential. This is special pricing for this job.

NOTE:

All work will be done by Certified Technicians and will adhere to the BICSI Standards along with the NEC codes. CTIS-Technicians are Certified Installer.

CCTV Quote: \$15,785.00 Labor and materials only in this quote.

Tax not included.

Thanks,

Mark Steele
 Business Operations
 256-938-0142
Msteele@ctisgroup.com
 CT Integrated Solutions
 3745 Gordon Terry Pkwy
 Trinity, AL 35673

RESOLUTION NO. 2025-136-R

**A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION WITH
UNICO TECHNOLOGY, LLC**

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 software license subscription with UniCo Technology, LLC, for software and support services, according to Quote No. PL-240069 dated April 8, 2025, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as Attachment A. 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 UniCo Technology, LLC, in the amount(s) and manner authorized by the proposal accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of May 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

Attachment A

Product Schedule



8300 Alamo Road
Brentwood, TN 37027

Schedule No: PL-250069
Date: 04/08/2025
Valid Through: 05/04/2025

Unico Technology, LLC (Remarketer) agree to license City of Madison the following software products:

Product	Part Number	Qty	List Price	Extended Price	Net Price
Palo Alto Networks					
Palo Alto Networks PA-1410	PAN-PA-1410	1	\$9,995.00	\$2,200.00	\$2,200.00
PA-1410, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	PAN-PA-1410-BND-CORESEC	1	\$9,000.00	\$5,670.00	\$5,670.00
PA-1410, GlobalProtect subscription, 1 year (12 months) term.	PAN-PA-1410-GP	1	\$2,000.00	\$1,230.00	\$1,230.00
PRODUCT SUBTOTAL			\$20,995.00		\$9,100.00

Service & Support	Part Number	Qty	Price	Extended Price	Net Price
Palo Alto Networks					
PA-1410, Premium support, 1 year (12 months) term.	PAN-SVC-PREM-1410	1	\$1,987.00	\$1,390.90	\$1,390.90
SERVICE & SUPPORT PRODUCT SUBTOTAL			\$1,987.00		\$1,390.90
Grand Total*			\$22,982.00		\$10,490.90

*Prices do not include taxes.

Terms:

1. This is a firm order. All returns are subject to vendors' terms and conditions. Sales Taxes, Shipping and Handling are additional.
2. Invoices are issued at time of shipment and are DUE ON RECEIPT. Amounts not paid within 30 days of the invoice date are defined as past due and subject to a FINANCE CHARGE of 0.05% per day on the total unpaid balance.
3. You grant Remarketer a security interest in all software products listed and agree to pay Remarketer the reasonable cost and attorney's fees to collect amounts Past Due. If you fail to pay amounts Past Due, we may remove and revoke your license for any and all of these products.
4. The manufacturers' specific warranty covers these software products. You are responsible for providing the required environment according to the manufacturers' recommendations and for the results obtained by their use. Under no circumstances are we liable for 1) loss of, or damage to, your records or data, 2) incidental damages, or 3) consequential damages (including lost profits or savings) even if you inform us of their possibility.

The laws of the State of Tennessee govern this agreement. Partners to this Agreement further submit themselves to and agree to the jurisdiction of the Tennessee courts.

Agreed to:

City of Madison

Unico Technology, LLC

Paul Finley / **Mayor**

Name

/Title

Name

/ **05/** /**2025**

Signature

/Date

Signature

/Date

RESOLUTION NO. 2025-151-R

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES
WITH APPLIED DIGITAL SOLUTIONS, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Applied Digital Solutions, Inc., for the purchase and installation of interview recording cameras and associated software and support services at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of May 2025.

ATTEST:

John D. Seifert, II, Council President
City of Madison, Alabama

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

APPROVED this _____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of May 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner,” and Applied Digital Solutions, Inc., hereinafter referred to as the “Contractor.”

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to provide and install five recording cameras for three interview rooms at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, Madison, Alabama, as specified in Exhibit A (the “Work”), which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated April 16, 2025

2. Compensation: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **twenty-nine thousand nine hundred and ninety-nine dollars and seventy-two cents (\$29,999.72)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. Additional Services: Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

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

5. **Time of the Essence:** Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. **Subcontractors:** Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

7. **Work Conditions:** All work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications, and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. **Owner Suspension of Work:** Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. **Compliance with Laws:** Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any work hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend, indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the

Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

10. Independent Contractor: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by

the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

14. Open Trade: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

15. Entire Agreement: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

16. 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 the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver: 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.

18. No Third-Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. Conflicts: In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

20. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. Notices:

All notices to the City shall be addressed as follows:

City of Madison Police Department

Attn: Chief of Police

100 Hughes Road

Madison, Alabama 35758

With a copy to:

City of Madison Legal Department

Attn: City Attorney

100 Hughes Road

Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:

Applied Digital Solutions, Inc..

210 Townepark Circle, Suite 100

Louisville, KY 40243

The remainder of this page is intentionally left blank. Signature pages follow.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of May 2025

Notary Public

APPLIED DIGITAL SOLUTIONS, INC.
CONTRACTOR

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of May 2025.

Notary Public



Applied Digital Solutions Inc.

Quote #:	AAAQ2305
Date:	Apr 16, 2025
Expires:	Jul 1, 2025

Prepared For:

Terrell Cook
Madison Police Department
100 Hughes Road
Madison, AL 35758

Your Account Manager:

Isaac Ide
ADS
210 Townepark Circle Suite 100
Louisville, KY 40243

Isaac.Ide@ADSRecorders.com

Scope of proposed solution:

VALT and ADS Background:
National Child Advocacy Center (Huntsville) is a VALT User.
ADS Field Engineer is based in Alabaster, AL

VALT System for 5 Cameras:
Virtual Machine Deployment
3 Rooms Total: 2 Criminal Rooms, 1 IA Room
Criminal Rooms will have start/stop button with recording indicator sign
VALT Privacy Settings: Create Separate Groups for Internal Affairs and Criminal. Each group will only see their own rooms and recordings.

*Customer is responsible for installing cable per ADS instructions
*Customer is responsible for preparing network connectivity so end users can use VALT on network-connected computers

ADS Support:

1 Year of ADS Support is included
Customer has the option to renew ADS Support for Year 2 at \$3,500. The renewal notice will be sent three months before the 1 year anniversary of the installation, and three months before each following anniversary.

ADS Support includes:

- 24x7 remote technical support
- Annual preventive maintenance check
- 8x5 help desk support for end-users
- No additional cost for covered parts, travel, or labor
- End-user training
- Software: Version upgrades, Patches and security updates

Qty	Description	Ext. Price
VALT VM APPLICATION		\$7,365.19
1	Virtual VM Application	
CAMERA LICENSES		\$12,270.20
5	VALT Perpetual License (LE & CAC; per device)	
	<i>1 per Camera</i>	
CAMERAS		\$6,205.00
	<i>5 Total Cameras</i>	
1	Dome Camera, 1080, 2MP Video Surveillance Network Camera	

Qty	Description	Ext. Price
3	Covert Axis FA54 Camera, Main Unit.	
3	Axis Sensor Unit, 1080p for FA54 Main Unit, 26' Cable	
3	In-Wall mount kit for F1015 Verifocal Camera Sensor, White Plate, Gray Lens	
3	PoE Splitter for Axis FA54 Main Unit	
1	Pinhole Covert Camera for F41 Main Unit. 1080P, 92° horizontal field of view. 1 per main unit	
1	Pinhole accessory for AXIS F1025 and FA1125 Cameras. Discreet. Ceiling mount.	
1	Axis F41 Main Unit	
MICS		\$909.00
<i>1 Mic per Room</i>		
3	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	
3	12VDC 500ma Regulated Power Supply for Microphone	
START/STOP DEVICES		\$1,003.58
<i>These devices will support the Criminal Rooms</i>		
2	Start/Stop Button Red & Mount Kit	
2	LED Recording Sign & Mount Kit	
ADDITIONAL HARDWARE		\$720.00
1	NETGEAR 16-Port Gigabit Ethernet Unmanaged PoE Switch with 16 x PoE. Desktop, Wall Mount or Rackmount	
1	1000VA UPS Battery Backup & Surge Protector, Tower style	
SERVICES		\$5,845.00
1	Project Management, Installation	
5	Software Support - First Year; Required (per license)	
DISCOUNT		-\$4,518.25
1	Discount	

Terms and Conditions:

- Payment due upon receipt of invoice.
50% invoiced upon receipt of purchase order,
50% invoiced upon installation.
- New installation include a 90 day labor and 1 year parts warranty.
- Any applicable taxes will be added to final invoice.

Please let me know if you have any questions.

Isaac Ide
502-257-8274

SubTotal	\$29,799.72
Tax	\$0.00
Shipping	\$200.00
TOTAL	\$29,999.72

Qty	Description	Ext. Price
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isaac.ide@adsrecorders.com

Accepted by: _____ Date: _____ PO: _____

RESOLUTION NO. 2025-146-R

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an Agreement with Pyro Shows of Alabama, Inc., for professional services to plan and execute a Fourth of July fireworks show, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of May 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May, 2025.

Paul Finley, Mayor
City of Madison, Alabama



PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

This Agreement made on **May 13, 2025**, by and between **PYRO SHOWS OF ALABAMA, INC., a Alabama Corporation**, whose address is **3325 Poplar Lane, Adamsville, AL 35005**, with a mailing address at **P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as "**PYRO SHOWS**" and **City of Madison, AL, a municipal corporation**, with its principal place of business located at **100 Hughes Road, Madison, AL 35758** hereinafter referred to as "Customer".

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

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the quote dated April 1, 2025, it shell summary attached to this Agreement, and the site map dated April 14 attached to this Agreement. The Show(s) will be given on **July 3, 2025**. Rain date/postponement date: **July 4, 2025**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase its budget to absorb tariffs - OR - Customer may maintain the current budget of its show with a corresponding reduction in the amount of product included in its show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than thirty (30) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses exceed ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses exceed thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to Customer's termination for convenience. Customer will not bear responsibility for paying any portion of the contract price if the cancellation is due to the fault or convenience of Pyro Shows.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by tire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and tiring equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. **SECURITY AREA HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of Customer's intentional allowance of unauthorized persons into the 350-foot Safety Fallout Radius described on the site map attached to this agreement.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement may not be sold, assigned, amended, or transferred without the prior mutual written consent of the parties.



PYRO SHOWS OF ALABAMA, INC.

Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws. Pyro Shows agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Madison County in the State of Alabama. PYRO SHOWS hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against Customer in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (11/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer may name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. Pyro Shows will provide a Certificate of Insurance and endorsements evidencing Customer's additional insured status within thirty (30) days of the execution of this Agreement. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. PAYMENT TERMS:** Madison, AL, City of shall pay PYRO SHOWS \$16,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 8,000.00) upon return of the signed contract by **May 14, 2025**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. HOLD HARMLESS & INDEMNIFICATION:** Pyro Shows agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising from or relating to its services pursuant to this Agreement. To the extent allowed by law, City agrees to hold harmless and indemnify Pyro Shows, its officers, directors, employees, and sub-contractors from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Pyro Shows pursuant to this Agreement.
- XVI. INDEPENDENT CONTRACTOR:** It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Pyro Shows are not nor shall be deemed to be employees of Customer and that employees of Customer are not nor shall they be deemed to be employees of Pyro Shows.



PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

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



PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

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

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

PYRO SHOWS OF ALABAMA, INC.

BY: _____ **DATE:** _____
 Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ **DATE:** _____
 Signature Printed Name Title

ATTEST: _____ **DATE:** _____

WARRANTY EXCLUSIONS

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

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

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



Quote

Post Office Box 307
3325 Polplar Lane
Adamsville, AL 35005
PH 877-776-7976
www.pyroshows.com

DATE April 11, 2025
TO Madison,AL, City of
8324 Old Madison Pike
Madison, AL 35758

Date of Show:	Ship to:
Thursday, July 3, 2025	8324 Old Madison Pike Madison, AL 35758

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Custom Aerial Fireworks Display	\$ 16,000.00	\$ 16,000.00
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		SUBTOTAL	\$ 16,000.00
		SALES TAX	
THANK YOU FOR YOUR BUSINESS!		TOTAL	\$ 16,000.00

Madison,AL, City of Madison IDC 2025 Thursday, July 3, 2025

Show Time: 9:00 PM | Show Length: 15 Minutes

MAIN BODY

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

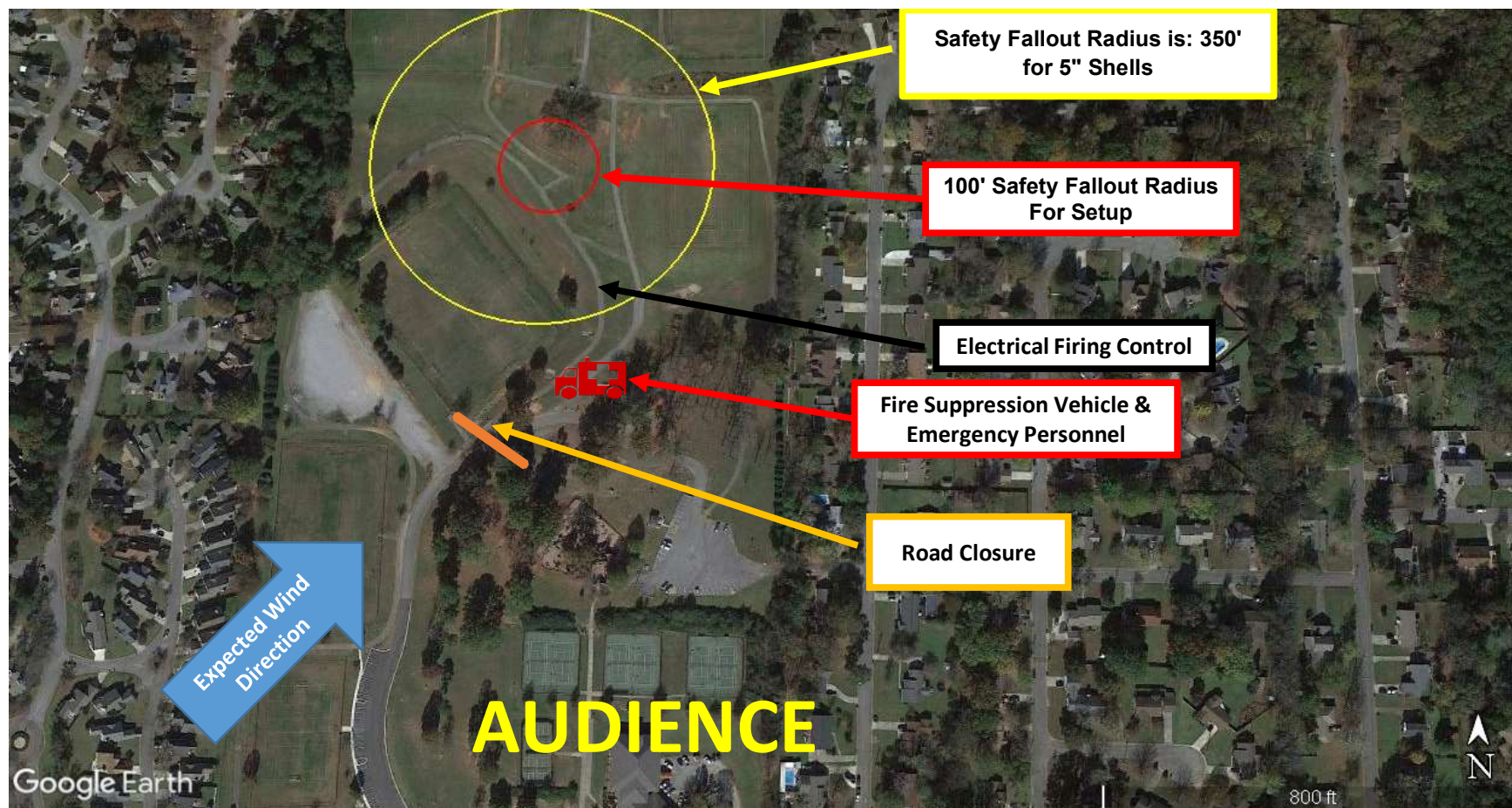
MAIN BODY DEVICE TOTAL 340

FINALE

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

TOTAL FINALE DEVICES 255

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	595
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Customer: Madison,AL, City of
 Show Date: Thursday, July 3, 2025
 Show Address: 8324 Old Madison Pike Madison, AL 35758
 Show Site Lat / Long: 0,0
 Show Time: 9:00 PM
 Rain Date: Friday, July 4, 2025

Show Name: Madison IDC 2025
 Maximum Device Size: 5
 Safety Fallout Radius: 350 feet
 Storage Required: No
 Diagram Created: 04/14/25
 Diagram Created By: