



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**September 11, 2023**

**AGENDA NO. 2023-17-RG**

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

1. CALL TO ORDER

2. INVOCATION

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-09-WS, dated August 28, 2023

B. Minutes No. 2023-16-RG, dated August 28, 2023

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor designating the week of September 17-23, 2023 as Constitution Week to the 5 local chapters of Daughters of American Revolution(DAR).

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. **Resolution No. 2023-292-R:** Authorizing the disposal of desk chairs formerly utilized by the Legal Department via online auction through Govdeals website

- C. **Resolution No. 2023-299-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation, Claim No. 059907, for a Police vehicle involved in an accident on May 17, 2023 (\$3,313.95 to be deposited into General Operating account)
- D. **Resolution No. 2023-304-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation, Claim No. 060200HM, for a Police vehicle involved in an accident on July 13, 2023 (\$372.05 to be deposited into General Operating account)
- E. Authorization of payment to MidSouth Paving Inc. in the amount of \$6,209.94 for Asphalt Paving on Hughes Rd performed on Project No. 20-028 Middle School Infrastructure (to be paid from 2020-A GO Bond account)
- F. Authorization of payment to MidSouth Paving Inc. in the amount of \$78,462.38 for Asphalt Paving on Hughes Rd performed on Project No. 20-028 Middle School Infrastructure (to be paid from 2020-A GO bond account)
- G. Authorization of payment to CDG Engineers & Associates in the amount of \$12,175.00 for professional services through August 31, 2023 on Project No. 23-008 | County Line Road and Royal Drive Extension (Invoice No. 5) (to be paid from Fund 38)
- H. Authorization of payment to Rogers Group Inc in the amount of \$161,211.21 for Sullivan Street Widening performed on CIP Project No. 18-023 (Invoice No. 46423) (to be paid from 2018-C Go Bond)

#### 10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

- A. **Proposed Ordinance No. 2023-306:** Repeal and replace of Code Section 2-42(4) regarding order of business for Council Meetings (First Reading)

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

#### 11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Michael "Scott" Harbour to Place 2 on the Zoning Board of Adjustment and Appeals from Supernumerary 1 Position to fill a vacated term

#### 12. PUBLIC HEARINGS

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

- A. **Resolution No. 2023-279-R:** Request for a Lounge Retail Liquor - Class I license from The Leaf Cigar Emporium LLC., doing business as The Leaf Cigar Emporium, for their location at 12110 County Line Road Suite B, Madison, AL 35756

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No. 2023-181-R:** Authorizing acquisition of property and easements necessary for construction of the Hardiman Road & Madison Branch Boulevard roundabout in the amount of \$65,000 (to be paid from Engineering Budget)
- B. **Resolution No. 2023-293-R:** Authorizing a Professional Services Agreement with Nivens & Associates Appraisals, Inc. for appraisal of twelve (12) property acquisitions required for Project No. 22-039 | Segers Road & Maecille Drive Intersection Improvement (not to exceed \$18,000.00, to be paid from Engineering Department budget)
- C. **Resolution No. 2023-298-R:** Authorizing an amendment to a Professional Services Agreement with OHM Advisors regarding Project No. 23-011 | Balch and Gooch Intersection Improvements in the amount of \$6,500.00 (to be paid from the Engineering Department budget)

**HUMAN RESOURCES**

- A. **Resolution No. 2023-268-R:** Approving an Hold Harmless Agreement with Insanity Skate Inc. to allow a driving course training event to occur in their parking lot
- B. **Resolution No. 2023-280-R:** Authorizing changes to the Job Classification Plan to accommodate the Facilities & Grounds Department's Staffing Plan

**INFORMATION TECHNOLOGY**

- A. **Resolution No. 2023-301-R:** Authorizing supplemental insurance (to be paid from General Operating budget)
- B. **Resolution No. 2023-305-R:** Authorizing an agreement with Comcast, LLC for installation of fiber for the 23A Business Park Building

**LEGAL**

- A. **Resolution No. 2023-297-R:** Authorizing an agreement with Swatek, Vaughn & Bryan, LLC for governmental relations and lobbying services in the amount of \$5,000 per month for a one-year period (to be paid for by Legal Department budget)
- B. **Proposed Ordinance No. 2023-303:** Authorizing a new offense of Hands-Free driving to City Code (First Reading)

**POLICE**

- A. **Resolution No. 2023-287-R:** Authorizing a Memorandum of Agreement with Alabama Law Enforcement Agency and Alabama Gulf Coast High Intensity Drug Trafficking Area for the reimbursement of overtime expenses to the City in the amount of \$20,050

**RECREATION**

- A. **Resolution No. 2023-296-R:** Authorizing an agreement with the City of Huntsville for scheduling and dispatch services for MARS (\$26,780.00 payment for 2024 FY and \$955.37 per vehicle maintenance fee to be paid from Recreation Department budget)

14. ADDITIONAL PUBLIC COMMENTS

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

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. ADJOURNMENT

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

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



**MINUTES NO. 2023-09-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
AUGUST 28, 2023**

The Madison City Council met for a public work session on Monday, August 28, 2023, at 4:00 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 4:00 p.m. by Council President Ranae Bartlett.

The following elected governing officials were in attendance:

Mayor Paul Finley	Arrived @ 4:52
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Arrived @ 4:20
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were City Clerk-Treasurer Lisa D. Thomas, City Attorney Brian Kilgore, Director of Information Technology Support Technician Chris White, and Director of Development Services Mary Beth Broeren, City Administrator Steven Smith, Information Technology Support Technician Toby Jenkins, Director of Finance Roger Bellomy, City Engineer Michael Johnson

**PLAN THREE OF THE REDISTRICTING MAP**

Director of Development Services Mary Beth Broeren acknowledged that due to the input from the public and council, the consultant prepared plan three, which met statutory requirements in terms of one person one vote. She pointed out that districts 3,4,1 and 2 are in the negative due to the anticipation for future growth. Council President Bartlett opened the floor for the Council Member's comments.

President Bartlett asked Director of Development Services Mary Beth Broeren to clarify that regardless which map is chosen, it's impossible to keep all neighborhoods together without splitting, even after several iterations to try to keep them whole.

Council President Bartlett asked the Council if map three was the chosen one to move forward with for a public hearing, publishing, and legal description. President Bartlett opened the floor to allow the Council Members to comment and make observations about plan three. All council members agreed to move forward with plan 3.

## **COUNCIL SPECIAL PROJECTS**

Council President Bartlett gave an update on the special projects fund. She pointed out that there is money left over and that several items have been submitted along with cost estimates.

Item	Details	Cost Estimate
Police K-9 Shelter	<ul style="list-style-type: none"> <li>• Move K-9's over to Celtic Drive for safer location due to construction behind City Hall</li> <li>• Move can be completed in a few weeks</li> <li>• Chain link fence</li> <li>• Individual fencing</li> <li>• Individual pads for the dogs</li> <li>• Eight-foot privacy fencing all the way around</li> <li>• Covered for weather purposes</li> <li>• Vet service cost- In progress</li> </ul>	\$14,000 + vet service cost in progress
Picnic Tables	<ul style="list-style-type: none"> <li>• Shipped and received by the end of September.</li> <li>• Kids Kingdom site</li> </ul>	\$3,000

## **TOYOTA FIELD IMPROVEMENTS**

Director of Development Services Mary Beth Broeren reminded Council that in January there had been a work session regarding Toyota Field and the fact that Major League Baseball adopted standards that applied to all minor league facilities and that audits were conducted and based upon the audit findings certain items may or may not need to be completed. She reminded the council that in January the anticipated items in the handout were reviewed.

The Director of Development Services Mary Beth Broeren shared that the preliminary audit indicated the amount for the initial phase of improvements. Also, an estimate was given for a new visitor clubhouse which Council in January authorized the expenditure of up to \$300,000 from the venue maintenance fund for phase one improvements.

The Director of Development Services, Mary Beth Broeren, along with the Council, continued to discuss at length the cost of the improvements, construction management, and interest in retaining an architect.

Council Member Denzine requested a full accounting of the funds coming into the City as delineated in the Venue Lease Management Agreement to include "Venue Revenue": the City's share of parking fee revenue generated in the Parking Areas, Base License Fees, City Events, Naming Rights, Performance License Fees, Applicable Sales Tax Proceeds, and BallCorps Non-Baseball Events. "I have not seen a full accounting, could we get that?" She also referred to the Revenue Protection Period also in the Agreement. Director of Development Services Mary Beth Broeren responded that Ballcorps submitted the requested information in their annual audit report. She also told Council Member Denzine that the information could be provided.

During the discussion on beginning the process for constructing the new \$6 million Clubhouse, Council Member Denzine asked, "Just for clarification, if this isn't done then Ballcorps just goes away, and we lose it? Is that really the ultimatum?"

Mary Beth responded: "If this doesn't occur then the Facility is deemed to be non-compliant by the MLB and the Angels have the right to pull out and not sponsor, just like any Major League Team doesn't have to agree, so then you lose the team basically. And BallCorps, I believe it is BallCorps and not the City, is fined \$250,000 a year for every year that they are not compliant."

After all discussion of the improvements for Toyota Field, Director of Development Services Mary Beth Broeren asked council if they were on board and okay with staff moving forward and hiring an architect and bringing forth the contracts for council to approve to begin the process of doing the design and at that time a decision can be made as well as the decision for bids.

### **MISCELLANEOUS**

The following miscellaneous items were discussed:

- Budget completion date
- Capital projects
- Public comments
- Fence installation around cemetery
- Budget work session date
- Nature's Trail Phase III zoning
- Current condition of City Hall animal shelter
- MARF

### **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 5:28 p.m.

Minutes No. 2023-09-WS, dated August 28<sup>th</sup>, 2023, read, approved, and adopted this 9<sup>th</sup> day of September 2023.

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Council Member Maura Wroblewski  
District One

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Council Member Connie Spears  
District Two

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Council Member Teddy Powell  
District Three

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Council Member Greg Shaw  
District Four

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Council Member Ranae Bartlett  
District Five

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Council Member Karen Denzine  
District Six

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Council Member John Seifert  
District Seven

Concur:

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Paul Finley, Mayor

Attest:

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Lisa D. Thomas  
City Clerk-Treasurer

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Kerri Sulyma  
Recording Secretary





**MINUTES NO. 2023-16-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
August 28, 2023**

*To protect the public health during the COVID-19 pandemic, and according to State and Federal Guidelines, the Madison City Council observed social distancing procedures at the Council meeting. Anyone who was sick or was living with a quarantined family member was recommended against attending the meeting. The meeting was broadcast live on Wow! Channel 42 and online streaming at [www.madisonal.gov/viewmeetings](http://www.madisonal.gov/viewmeetings). Anyone who did not want to attend the meeting in person due to the COVID pandemic, but wanted to participate in Public Comments or Hearings were encouraged to contact the City Clerk or Mayor's Office via telephone or email to submit comments or questions, or text the word "Comment" to 938-200-8560*

The Madison City Council met in regular session on Monday, August 28, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Cody Edger, Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Public Works Kent Smith, Director of Development Services Mary Beth Broeren and Police Lieutenant Christie Gover

Public Attendance registered: Margi Daly, Jocelyn Broer, Jennifer Coe, Linda Theusch, John Cole, and Grant Carodine

## **AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore requested the following amendment be added to the agenda:

- Resolution No: 2023-215-R; Authorizing the streaming and archiving of the August 28<sup>th</sup> Work Session Meeting. Line item will be added under Council President Ranae Bartlett report.
- Resolution No: 2023-294-R; Authorizing funds from Council Special Projects line-item for the purchase of two portable picnic tables in the amount of \$3,300.00. They have a chess inlay on top of them. To be added to the consent agenda.
- Resolution No: 2023-295-R; Authorizing funds from Council Special Projects line-item for the construction of a kennel on Celtic Drive in the amount of \$14,000.00. To be added to the consent agenda.

With no other amendments Council President Ranae Bartlett approved the agenda.

## **APPROVAL OF MINUTES**

### **MINUTES NO. 2023-08-WS DATED AUGUST 14, 2023**

Council Member Wroblewski moved to approve Minutes No. 2023-08-WS. Council Member Spears seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Not present at vote
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

### **MINUTES NO. 2023-15-RG DATED AUGUST 14, 2023**

Council Member Shaw moved to approve Minutes No. 2023-15-RG. Council Member Seifert seconded. Council Member Spears requested a correction on the Consent Agenda page 4 where there is discussion about the Enfinger Development payment, it should say Madison Branch Boulevard not Madison Boulevard. With the correction accepted the roll call vote taken was recorded as follows:

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

Motion carried.

## **PRESENTATIONS AND AWARDS**

None

## **PUBLIC COMMENTS-AGENDA RELATED**

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

### **JOHN COLE (DISTRICT 4) 1070 BROWNS FERRY ROAD**

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

- Browns Ferry Road culvert bridge vehicle accident concerns
- Timeline for culvert bridge replacement
- Speed limit concern through the area of the culvert bridge
- Reflectors on the road need to be replaced
- Additional lighting
- Adding Madison Police patrol in the area

### **JENNIFER COE (DISTRICT 5) ASHLEY ESTATES**

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

- Toyota Field expenditures on Consent Agenda
- Public Hearing for weed abate on vacant lot
- Resolution No: 2023-281-R
- Proposed Ordinance No: 2023-180

### **MARGI DALY (DISTRICT 6)**

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

- Resolution No: 2023-275-R
- Proposed Ordinance No: 2023-164
- Proposed Ordinance No: 2023-180
- Proposed Ordinance No: 2023-246
- Toyota Field expenditures on Consent Agenda

### **LINDA THEUSCH (DISTRICT 5) 180 DUSTY TRAIL**

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

- Resolution No: 2023-259-R

### **CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

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

General Operating account	\$1,985,362.32
Special General Operating Accounts	\$1,183.19
ADEM Storm Drainage	\$7,775.00
1/2 Cent Infrastructure	\$501,255.47
Gasoline Tax & Petroleum Inspection fees	\$58,779.10
Street Repair and Maintenance	\$1,365.52
CIP Bond Accounts	\$2,043,054.66
Library Building Fund	\$80,638.61
Water Distribution and Storage	\$1,000.00
Fire CPR	\$545.40

Regular and periodic bills to be paid

**Resolution No. 2023-254-R:** Acceptance of AMIC Settlement Claim No. 059920AH in the amount of \$8,905.01, with a deductible of \$500.00, for damages caused while pursuing a suspect

**Resolution No. 2023-290-R:** Providing for the disposal of personal property of negligible value (2 lots of desktop and laptop computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

**Resolution No. 2023-291-R:** Providing for the disposal of personal property of negligible value (2001 Jaguar S-Type 4D VIN# 3592) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Approval of Purchase Order for an evaporative cooler in the amount of \$4,749.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for closed mesh windscreen in the amount of \$1,511.10 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for installation of fenced area for MLB storage in the amount of \$1,670.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for batting cage lighting in the amount of \$6,751.15 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of payment to CDG Engineers & Associates in the amount of \$3,000.00 for professional services through July 25, 2023, on Project No. 23-008 | County Line Road and Royal Drive Extension (Invoice No. 4) (to be paid from Fund 38)

Authorization to solicit bids for repairs to Main Street Café as a result of the fire that occurred on June 29, 2023

Approval to accept donations from M.C. Flurer in the amount of \$25.00, and L. Tucker in the amount of \$30.00 (to be deposited into Senior Center Donation account)

Approval to accept anonymous donation paid directly to Safe Haven for the installment of an infant safe box at Fire Station No. 1 (estimated cost of between \$11,000 and \$16,000)

**Resolution No: 2023-294-R:** Authorizing funding from Council Special Projects line item for the purchase of two portable outside chess tables in the amount of \$3,300.00

**Resolution No: 2023-295-R:** Authorizing funding from Council Special Projects line item for the construction of a kennel on Celtic Drive in the amount of \$14,000.00

Council Member Powell seconded. Council Member Denzine asked for clarification on the authorization to solicit bids for repairs to Main Street Café as they are already reopened. City Attorney Brian Kilgore responded that the original bid for 100% of the work had to be pulled due to some changes after the insurance adjuster went out and found that some of the work had already been completed, so they need to solicit bids again for what is left. Council Member Powell asked if approval to solicit for bids needs to be taken off and revisited as there are some questions that need to be answered. City Attorney Brian Kilgore responded that this is more of a notification for council as there is no resolution for council to vote on and that they could discuss it further before a resolution gets put in place. Council Member Powell agreed that they could leave it on and discuss it further. Council Member Shaw thanked M.C. Flurer, L. Tucker, and the anonymous donor for their donations. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Maura Wroblewski  
Council Member Connie Spears

Aye  
Aye

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Nay
Council Member John Seifert	Aye

Motion carried.

## **PRESENTATION OF REPORTS**

### **MAYOR PAUL FINLEY:**

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

- Thanked Chamber of Commerce for putting on the Celebrate Madison at Toyota Field
- Invited everyone to check out the website for the video on Celebrate Madison
- Budget update: hopes to have it to Finance Committee by the end of the week
- Thanked department heads, Finance Director Roger Bellomy, and Finance Deputy Jon Howard for their work on the budget

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

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

- Attended U.S. Representative Dale Strong's Washington update and appreciated Chamber of Commerce for the invite
- Celebrate Madison
- Appreciated all of HR for hosting the health screening that keep employee insurance cost down

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

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

- Celebrate Madison
- BJ's has opened a membership office where you can sign up for membership and get extra coupons and savings located in the shopping center of Dirt Cheap

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

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

- Apologized for missing last council meeting due to working out of town
- Thanked Public Works for their hard work keeping things clean and flowing
- Reminded everyone to please do not set things out in the ditches as it stops the draining

**COUNCIL DISTRICT NO. 4 GREG SHAW**

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

No new business to report.

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT****RESOLUTION NO. 2023-238-R: REAPPOINTING PRESIDING MUNICIPAL JUDGE THOMAS PARKER, JR. AND ASSOCIATE MUNICIPAL JUDGE AARON RYAN**

Council Member Wroblewski moved to approve Resolution No. 2023-238-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-215-R: AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE AUGUST 28, 2023 CITY COUNCIL WORK SESSION**

Council Member Wroblewski moved to approve Resolution No. 2023-215-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Attended groundbreaking of Kids to Love for their extra warehouse space

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

No new business to report.

### **BOARD/COMMITTEE APPOINTMENTS**

None

### **PUBLIC HEARINGS**

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

### **RESOLUTION NO. 2023-259-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 180 DUSTY TRAIL (\$669.70 TO BE ASSESSED)**

Property owner Linda Theusch appeared before Council and Mayor Finley to state that her notice she received was mailed August 15, 2023 and that the property is to be left natural per Judge Wolf from the City of Madison Municipal Court. Ms. Theusch spoke with someone from the court office who is working on getting her a copy of the paperwork. Ms. Theusch asked if they could continue it to allow for time to get her paperwork from the court. Council President Bartlett asked City Attorney Brian Kilgore if they could continue it to another date. City Attorney Brian Kilgore responded that would be ok and added that based on his review, they have met everything statutory but that they would like to see what she has.

Council President Bartlett asked for a motion to continue. Council Member Wroblewski motioned to continue the Public Hearing for Resolution No: 2023-259-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried to continue the Public Hearing at a later date.

### **DEPARTMENTAL REPORTS**



**ENGINEERING****RESOLUTION NO. 2023-260-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MULLINS, LLC IN AN AMOUNT NOT TO EXCEED \$2,800.00 FOR LEGAL DESCRIPTIONS AND EXHIBITS FOR TEMPORARY CONSTRUCTION EASEMENT ON PROJECT NO. 23-021 KYSER GREENWAY (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Shaw moved to approve Resolution No. 2023-260-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-267-R: DESIGNATING A TRANSPORTATION PLAN FOR GAS TAX FUNDS TO BE USED FOR THE CONSTRUCTION OF A NEW BRIDGE LOCATED ON WALL TRIANA HIGHWAY (\$360,000 ESTIMATED FOR 2024 FISCAL YEAR)**

Council Member Shaw moved to approve Resolution No. 2023-267-R. Council Member Powell seconded. Council Member Spears asked how they can say they want to use this money in 2024 when they have not seen a 2024 CIP list. Council Member Spears added that they should know all the projects that are planned so that they can determine if this is a priority which is why they have asked for a CIP list. City Engineer Michael Johnson asked for a clarification on the CIP list question. Mayor Finley responded that Council would like a list of all the things that Engineering has presented that will be going to the Finance Committee at the end of the week and suggested maybe continuing it. City Engineer Michael Johnson explained that the reason he is bringing it to Council right now is because he is obligated to do the required presentation of the plan by the end of August. City Engineer Michael Johnson added that the plan can be changed going forward because there is another presentation at the end of next year. City Attorney Brian Kilgore explained that this is them estimating what the gas tax could be going forward, but that in January they will come back with a detailed report as to what was spent and that this just what they are planning on spending. Council Member Wroblewski asked if there is a problem with the bridge which is causing the urgency of the plan. City Engineer Michael Johnson explained there is none. Council Member Wroblewski added if this would be considered a placeholder for those tax funds. City Engineer Michael Johnson did not know. Council Member Denzine asked why he chose this specific project. City Engineer Michael Johnson responded that with talking to Planning and Public Works and from what they have heard from the community widening Wall Triana Hwy is a long-term goal and one major hurdle is that the bridge is too narrow. The idea is to get it started by widening the bridge first and break up the cost. Council Member Denzine and Wroblewski understand and that it makes sense. Council Member Spears understands but she just wants to make sure that this can be revised after they see the CIP list and is ok with voting on it tonight, but that it would be easier for Council to make decisions if they had the

information before they voted on something like this. Council Member Seifert asked how they decide which bridge replacements are more important since a citizen asked about another bridge. City Engineer Michael Johnson responded that they do have funding for the Huntsville-Browns Ferry Road bridge. Mayor Finley asked City Engineer Michael Johnson if at some point he could provide a timeframe for the Huntsville-Browns Ferry Road bridge. City Engineer Michael Johnson responded he would. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-273-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC IN AN AMOUNT NOT TO EXCEED \$24,180 FOR ENVIROMENTAL CONSULTING SERVICES RELATED TO OUTFALL INSPECTIONS (TO BE PAID FROM ENGINEERING STORMWATER BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-273-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-276-R: ACCEPTANCE OF BARNETT'S CROSSING PHASE 1 INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Spears moved to approve Resolution No. 2023-276-R. Council Member Powell seconded. Council Member Spears asked City Engineer Michael Johnson if all was ready to go. City Engineer Michael Johnson responded yes. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO.2023- 278-R: AUTHORIZING AN AGREEMENT FOR THE OWNER OF PROPERTY LOCATED AT 102 CASTLEBERRY COURT TO INDEMNIFY THE CITY FOR ANY DAMAGES AND/OR CHANGES TO A RETAINING WALL PLACED IN THE CITY'S EASEMENT**

Council Member Spears moved to approve Resolution No. 2023-278-R. Council Member Powell seconded. Council Member Spears asked if the reason why this agreement is needed is due to all the entities involved. City Engineer Michael Johnson responded, yes. Council Member Shaw asked if the retaining wall was done as an accident. City Engineer Michael Johnson could not speculate, but he said that many retaining walls are built on the side yard without a permit, and they can work with those, but this one was built in the front on top of other entities right on the right-of-way line. Council Members, Mayor Finley, City Engineer Michael Johnson, and City Attorney Brian Kilgore discussed removal of the wall, the affects to the city if the wall fails, concerns with neighbors, drainage concerns, and the owners' responsibilities. Mayor Finley asked City Engineer Michael Johnson how they found out this occurred. City Engineer Michael Johnson said the contractor came in to permit the wall after it was built. The retaining wall was found by an inspection done and the wall was not on the plot plan. Council Member Seifert asked City Engineer Michael Johnson what's the difference of the retaining wall on the easement line versus a privacy fence that are placed on the easement. City Engineer Michael Johnson responded that fences are not permitted. City Engineer explained that this is the last step for the contractor to move ahead and get it permitted. He added that building the retaining wall away from the easement is not possible as the house is already built. Council Member Seifert added that while this fixes the problem with the current homeowner, what is going to happen to the next homeowner. Mayor Finley added that it is not necessarily the homeowner he is concerned about, but the neighbors because there are other areas where people have built something on the right-of-way, and it has caused drainage issues. City Engineer Michael Johnson added that he does not foresee this becoming a drainage issue and suggested that a retaining wall ordinance might be a good idea in the future. Council Member Powell expressed his concern about passing along someone else's bad decision to another person. Council Member Wroblewski expressed her concern for the taxpayer's burden if something failed. City Engineer Michael Johnson explained that passing this resolution does not make the city responsible and that the owner is responsible for anything that happens if the retaining wall was to fail. He also added that it would also set a precedence for future situations like this. City Attorney Brian Kilgore explained that this agreement will be recorded with the county which will set an encumbrance for future owners of the property that they will be held responsible. Council Member Shaw asked if they didn't approve this resolution would the wall have to come down. City Engineer Michael Johnson responded that if they decline, he could not permit the wall and is not sure what their next steps would be. Council Member Spears asked for clarification on who built the wall. City Engineer Michael Johnson explained the side walls was done by the contractor and the front was requested by the homeowners, but neither was permitted. Council Member Wroblewski raised her concerns that they should not be issuing permits after the fact. Council Member Powell expressed that if this was a safety concern, they would not approve it. Council President Bartlett asked if the vote fails and they are unable to grant the permit, would the wall need to be taken down. City Engineer responded that if it does not pass, they would not be granted a certificate of occupancy and they would need to find another option or take the wall down. Council Members Spears, Powell, and Shaw shared their concerns about due diligence and the lack of process when it came to getting permits before building a wall and possible fines. The vote was taken and recorded as follows:

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

Motion failed.

**RESOLUTION NO. 2023-281-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TTL, INC IN AN AMOUNT NOT TO EXCEED \$22,250.00 FOR DEVELOPMENT OF CONSTRUCTION PLANS FOR FLOODWAY FILL REMOVAL AT 180 RAINBOW GLEN CIRCLE (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2023-281-R. Council Member Shaw seconded. Council Member Denzine asked for clarification. City Engineer explained that the person who bought the adjacent lot filled the floodway with several hundred yards of fill without a permit or approval from FEMA. City Engineer Michael Johnson explained that they have tried to work with them about the amount of fill that needs to be removed and the owners have tried getting notarized certificates from professional engineers stating otherwise but they were unsuccessful. City Engineer Michael added that they have been to court and there was an agreement that the city would work to fix the problem and the defendants will reimburse the city. Council Member Wroblewski asked if the total cost would be their responsibility. City Attorney Brian Kilgore explained that the city has a court order for reimbursement and if they do not pay, they can follow it up with a judgement lien. City Engineer Michael Johnson added that this is a major FEMA violation and that this puts in place a plan to reestablish the stream. Council Member Wroblewski asked about adding a completion date to this. City Attorney Brian Kilgore responded that he could so that if they failed to pay by a certain date, they could follow it up with a lien as they have the leverage. vote was taken and recorded as follows:

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

Motion carried.

Mayor Finley asked City Engineer Michael Johnson to provide an update for the Huntsville-Browns Ferry Road bridge timeframe. City Engineer responded that he spoke with the resident and explained that at the last council meeting approval was received for the purchase of the other piece of right-of-way and that now the next process is coordinating with utilities to relocate and cutting trees before they can start the bid process. City Engineer Michael Johnson added that he could not provide an exact timeframe but that they were progressing forward on it and that it is in the budget for this year. Council Member Bartlett added that she looks forward to seeing the bridge replaced.

Council Member Powell asked about the process for reimbursement for the work on the floodway fill removal. City Attorney Brian Kilgore explained that they can file a motion through the municipal court and if that fails, they go through the motions of a lien against the property itself. City Attorney Brian Kilgore expressed he would like to first see it remedied through some sort of payment plan acceptable to the city through the municipal court. Council Member Powell shared his concern about the people not wanting to move quickly and he would like to move quickly on this. Council Member Wroblewski asked City Attorney Brian Kilgore to keep them posted.

## **COURT**

### **PROPOSED ORDINANCE NO. 2023-261: AMENDING THE MUNICIPAL COURT'S SCHEDULE OF FINES TO INCLUDE NEW OFFENSES ENACTED BY THE ALABAMA LEGISLATURE (FIRST READING 08/14/2023)**

Council Member Spears moved to approve Proposed Ordinance No. 2023-261. Council Member Seifert seconded. Council Member Denzine asked City Attorney Brian Kilgore about who decides what the fine will be if the range of the fines are no less than \$50.00 and no more than \$200. City Attorney Brian Kilgore responded that it is up to the discretion of the judge. The vote was taken and recorded as follows:

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

Motion carried.

## **FIRE & RESCUE**

### **RESOLUTION NO. 2023-284-R: AUTHORIZING A CONTRACT WITH SAFE HAVEN FOR THE INSTALLATION OF AN INFANT SAFE BOX TO BE INSTALLED AT FIRE STATION NO. 1 (\$300 A YEAR AFTER INSTALLATION TO PERFORM AT NO COST TO THE CITY)**

Council Member Wroblewski moved to approve Resolution No. 2023-284-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL****RESOLUTION NO. 2023-282-R: AUTHORIZING A QUITCLAIM DEED TO VARDAN, LLC IN PROPERTY LOCATED AT 8721 MADISON BOULEVARD FOR THE PURPOSE OF CLEARING QUESTION TO TITLE FOR WYNDAM GARDEN INN SALE**

Council Member Wroblewski moved to approve Resolution No. 2023-282-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING****PROPOSED ORDINANCE NO. 2023-180: VACATION OF FLOODPLAN EASEMENT LOCATED WITHIN COMMON AREA 4 AND LOTS 27, 65-82 AND 91-96 OF THE ACADIA AT ARLINGTON PARK SUBDIVISION (FIRST READING 08/14/2023)**

Council Member Shaw moved to approve Proposed Ordinance No. 2023-180. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2023-246: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 3 OF HERITAGE HILLS, PHASE 1, SUBDIVISION (FIRST READING 08/14/2023)**

Council Member Shaw moved to approve Proposed Ordinance No. 2023-246. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Council Member John Seifert

Aye

Motion carried.

**RESOLUTION NO. 2023-274-R: AUTHORIZING A PERMISSIVE USE AGREEMENT FOR THE PLACEMENT OF A SIGN FOR TOWN MADISON AND BJ'S WHOLESALE CLUB, INC IN THE CITY'S RIGHT-OF-WAY ALONG GRAPHICS DRIVE**

Council Member Wroblewski moved to approve Resolution No. 2023-274-R: Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-275-R: SETTING A PUBLIC HEARING FOR THE VACATION OF UNDEVELOPED RIGHT-OF-WAY ON GRIGGS ROAD AND CONCORD DRIVE (FIRST PUBLICATION 9/6/2023, SECOND PUBLICATION 9/13/2023, THIRD PUBLICATION 9/20/2023, FOURTH PUBLICATION 9/27/2023, PUBLIC HEARING 10/9/2023)**

Council Member Powell moved to approve Resolution No. 2023-275-R: Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PUBLIC WORKS**

**PROPOSED ORDINANCE NO. 2023-164: AMENDING THE GROUNDS REGULATIONS FOR CLEANING, RESTORING HEADSTONES IN THE CITY OF MADISON MUNICIPAL CEMETERIES (FIRST READING)**

This is a first reading only

Council Member Spears advised everyone that the website on the Proposed Ordinance No. 2023-164 has a misspelling and provided the correction.



## **PUBLIC COMMENTS**

### **MARGI DALY (DISTRICT 6)**

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

- Toyota Field expenditures
- Cemetery fencing
- Public records request denials

### **JOCELYN BROER (DISTRICT 4)**

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

- Thanked council for livestreaming and archiving the work session
- Redistricting maps availability
- Redistricting Town Hall request

Council President Bartlett addressed Ms. Broer's concerns about the availability and clarity of the redistricting maps and the schedule that has been available for public input regarding redistricting. Council President Bartlett also added that Map 2 did have the public input because they had been forwarding the emails and the public comments from work sessions were all taken into account.

### **JENNIFER COE (DISTRICT 5)**

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

- Streetlighting
- Road reflectors

## **MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

## **ADJOURNMENT**

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

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



Motion carried.

The meeting was adjourned at 7:15 p.m.

Minutes No. 2023-16-RG, dated August 28<sup>th</sup>, 2023, read, approved and adopted this 11<sup>th</sup> day of September 2023.

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Council Member Maura Wroblewski  
District One

---

Council Member Connie Spears  
District Two

---

Council Member Teddy Powell  
District Three

---

Council Member Greg Shaw  
District Four

---

Council Member Ranae Bartlett  
District Five

---

Council Member Karen Denzine  
District Six

---

Council Member John Seifert  
District Seven

Concur:

---

Paul Finley, Mayor

Attest:

---

Lisa D. Thomas  
City Clerk-Treasurer

---

Mari Bretz  
Recording Secretary

# **PROCLAMATION**

## **CONSTITUTION WEEK**

**WHEREAS**, September 17, 2023 marks the 236<sup>th</sup> anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week

**NOW, THEREFORE,**

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

**SEPTEMBER 17 – 23, 2023**

**as**

**CONSTITUTION WEEK**

in the City of Madison, Alabama and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties; remembering the lost right may never be regained.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 11<sup>th</sup> day of September, 2023.

---

Paul Finley, Mayor

**RESOLUTION NO. 2023-292-R**

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

<b>Quantity</b>	<b>Description</b>
5	Office Desk Chairs

;and

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

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

**READ, APPROVED, and ADOPTED** this 11<sup>th</sup> day of September 2023.

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

**ATTEST:**

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

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

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

**RESOLUTION NO. 2023-299-R**

**WHEREAS**, on May 17, 2023, at 3:19 p.m. which loss upon the best knowledge and belief of insured was caused by a collision.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$3,813.95, with a deductible of \$500.00, the full and final settlement of \$3,313.95.

**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 \$3,815.95, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$3,313.95. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 11<sup>th</sup> day of September, 2023

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_day of September, 2023

---

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

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

0094347281233  
POLICY NUMBER  
October 1, 2022  
EFFECTIVE DATE

\$500.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

059907AK  
ADJUSTER FILE NUMBER  
059907AK  
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.
2008	Dodge	Charger	2B3LA43H58H134272

**DATE OF LOSS  
CAUSE**

A loss occurred on the 17th day of May, 2023, about the hour of 3:19 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION  
OWNERSHIP**

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

**VALUE**

(If a total loss)

**WHOLE LOSS  
DEDUCTIBLE  
AMOUNT**

The actual cash value of above described automobile at the time of said loss .....  
THE ACTUAL LOSS AND DAMAGE to above described automobile was ..... \$3,813.95  
The deductible provision applicable to this loss ..... (\$500.00)

**SALVAGE**

..... ( )

**CLAIMED**

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement .... \$3,313.95

**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: 8/16/2023

SIGNATURE

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

Subscribed and sworn to before me this 16<sup>th</sup> day of August, 2023

Jim Thomas

NOTARY PUBLIC

**RESOLUTION NO. 2023-304-R**

**WHEREAS**, on July 13, 2023, at 9:33 p.m. which loss upon the best knowledge and belief of insured was caused by a collision.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$872.05, with a deductible of \$500.00, the full and final settlement of \$372.05.

**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 \$872.05, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$372.05. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 11<sup>th</sup> day of September, 2023

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of September, 2023

---

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

# SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281233  
POLICY NUMBER  
October 1, 2022  
EFFECTIVE DATE

\$500.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

060200 HM  
ADJUSTER FILE NUMBER  
060200 HM  
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2020	Ford	Explorer	1FM5K8AB7LGC12853

**DATE OF LOSS  
CAUSE**

A loss occurred on the 13th day of July, 2023, about the hour of 9:33 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION  
OWNERSHIP**

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

**VALUE**

(If a total loss)

The actual cash value of above described automobile at the time of said loss .....

**WHOLE LOSS**

THE ACTUAL LOSS AND DAMAGE to above described automobile was ..... \$872.05

**DEDUCTIBLE  
AMOUNT**

The deductible provision applicable to this loss ..... (\$500.00)

**SALVAGE**

..... ( )

**CLAIMED**

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement .... \$372.05

**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: 8/16/2023

SIGNATURE

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

Subscribed and sworn to before me this 16<sup>th</sup> day of August, 2023



NOTARY PUBLIC



## Invoice



RECEIVED

SEP 5 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

City of Madison  
100 Hughes Road  
Madison, AL 35758

August 31, 2023

Project No:

R929122556

Invoice No:

1140

Project R929122556 Madison - County Line Rd & Royal Dr Ext

**Professional Services through August 25, 2023****Fee**

Billing Phase	Fee	Percent Complete	Earned
Field Survey	4,600.00	100.00	4,600.00
Traffic Study	7,600.00	100.00	7,600.00
Roadway Plans	26,000.00	87.2115	22,675.00
Geotechnical Investigation	16,750.00	0.00	0.00
Letting Assistance Contract Procurement	3,300.00	0.00	0.00
Total Fee	58,250.00		34,875.00
	Previous Fee Billing		22,700.00
	Current Fee Billing		12,175.00
	<b>Total Fee</b>		<b>12,175.00</b>
	<b>Total this Invoice</b>		<b>\$12,175.00</b>

*E. Michelle Dunson*  
*9/5/23*

*Fund 38*

*38 - 010 - 000 - 2941 - 07*

*Proj 23 - 008*

*Council Consent Agenda*

**PAYMENT OPTIONS:**

CHECK • ACH • ZELLE • CREDIT CARD

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

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

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

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 17  
Invoice No: 46423  
Invoice Date: 4/27/2023  
Terms: Net 30  
Due Date: 5/27/2023  
Period To: 4/27/2023  
Project No: 345319  
Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

For:

Original Contract sum.....	5,734,987.38
Change Orders.....	713,460.90
Contract sum.....	6,448,448.28
Completed to date.....	5,547,767.73
Retainage.....	0.00
Total earned less retainage.....	5,547,767.73
Previous billings.....	5,386,556.52
Current payment due.....	161,211.21 ✓
Sales tax.....	0.00
Total due.....	161,211.21 ✓

RECEIVED

MAY 2 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT

*E. Michelle Dunson*  
*9/6/2023*

*— Final Payment. —*

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 17  
Invoice No: 46423

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

Invoice Date: 4/27/2023  
Terms: Net 30  
Due Date: 5/27/2023  
Period To: 4/27/2023  
Project No: 345319  
Contract Date: 9/20/2019

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
01	MOBILIZATION	1 LS	776,073.59	776,073.59	1	776,073.59	776,073.59	0.00
02	TRAFFIC CONTROL PHASE 1	1 LS	10,767.56	10,767.56	1	10,767.56	10,767.56	0.00
03	TRAFFIC CONTROL PHASE 2	1 LS	257,216.42	257,216.42	1	257,216.42	257,216.42	0.00
04	TRAFFIC CONTROL PHASE 3	1 LS	201,850.39	201,850.39	1	201,850.39	201,850.39	0.00
05	STRIP, STOCKPILE AND RESPREAD	1 LS	74,298.09	74,298.09	1	74,298.09	74,298.09	0.00
6	CLEAR AND GRUBBING	1 LS	87,243.71	87,243.71	1	87,243.71	87,243.71	0.00
07	DEMOLITION OS ASPH. PAV &/OR B	100 SY	11.25	1,125.00	100	1,125.00	1,125.00	0.00
08	UNCLASSIFIED EXCAVATION	830 CY	27.38	22,725.40	830	22,725.40	22,725.40	0.00
09	BORROW EXCAVATION	8,720 CY	28.29	246,688.80	512	14,484.48	14,484.48	0.00
10	ROAD SIGN REMOVAL	5 EA	315.00	1,575.00	5	1,575.00	1,575.00	0.00
11	REMOVE PAVEMENT MARKINGS (ARRO)	12 EA	131.25	1,575.00	4	525.00	525.00	0.00
12	REMOVE CONCRETE SIDEWALK	194 SY	14.05	2,725.70	194	2,725.70	2,725.70	0.00
13	REMOVE CURB & GUTTER	5,710 LF	9.33	53,274.30	5,710	53,274.30	53,274.30	0.00
14	REMOVE CONCRETE FLUME	10 EA	272.56	2,725.60	8	2,180.48	2,180.48	0.00
15	REMOVE SPLITTER ISLAND @ LEWIS	1 LS	2,725.59	2,725.59	1	2,725.59	2,725.59	0.00
16	REMOVAL OF ALL STORM, PIPE, HW,	1 LS	80,877.53	80,877.53	1	80,877.53	80,877.53	0.00
17	REMOVAL RESIDENTIAL DRIVEWAY AP	12 EA	1,580.96	18,971.52	12	18,971.52	18,971.52	0.00
18	REMOVAL COMMERCIAL DRIVEWAY AP	6 EA	2,131.72	12,790.32	6	12,790.32	12,790.32	0.00
19	REMOVE FENCING	285 LF	17.01	4,847.85	285	4,847.85	4,847.85	0.00
20	UNDERWATER EMBANKEMENT (UNDERC	15,600 TON	32.33	504,348.00	1,565.44	50,610.68	50,610.68	0.00
21	FILTER FABRIC (CONTINGENCY ITE	500 SY	5.93	2,965.00	444	2,632.92	2,632.92	0.00
22	COMPACTED FILL SOIL PLACEMENT	2,500 CY	34.00	85,000.00	1,076	36,584.00	36,584.00	0.00
23	MILLING/PLAINING EXISTING PAVE	13,710 SY	3.02	41,404.20	10,105.33	30,518.10	30,518.10	0.00
24	BASE COURSE 6" COMPACTED	5,406 SY	13.17	71,197.02	5,406	71,197.02	71,197.02	0.00
25	ASPHALT BINDER (2") UPPER BIND	595 TON	104.25	62,028.75	391.52	40,815.96	40,815.96	0.00
26	ASPHALT BINDER (2") LOWER BIND	595 TON	101.92	60,642.40	568.8	57,972.10	57,972.10	0.00
27	ASPHALT WEARING (1.5") 424A-36	1,673 TON	107.72	180,215.56	1,560.94	168,144.46	168,144.46	0.00
28	CURB & GUTTER 24"	5,395 LF	21.33	115,075.35	5,395	115,075.35	115,075.35	0.00
29	CURB BACKFILL & DRESS UP	1 LS	40,794.79	40,794.79	1	40,794.79	40,794.79	0.00
30	10' MULTI USE PATH (1.5" 424A	2,575 SY	32.61	83,970.75	2,050	66,850.50	66,850.50	0.00

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 17  
Invoice No: 46423  
Invoice Date: 4/27/2023  
Terms: Net 30

Page 3

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

Due Date: 5/27/2023  
Period To: 4/27/2023  
Project No: 345319  
Contract Date: 9/20/2019

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
31	TURN DOWN MULTI USE PATH (SPEC)	1 LS	62,989.47	62,989.47	1	62,989.47	62,989.47	0.00
32	5' CONCRETE SIDEWALK	1,625 SY	53.39	86,758.75	1,625	86,758.75	86,758.75	0.00
33	SIDEWALK RAMP	7 EA	1,785.13	12,495.91	7	12,495.91	12,495.91	0.00
34	SIDEWALK RAMP WITH DETACHABLE	19 EA	2,427.31	46,118.89	18	43,691.58	43,691.58	0.00
35	RESIDENTIAL DRIVEWAY APRON AND	12 EA	2,950.87	35,410.44	12	35,410.44	35,410.44	0.00
36	COMMERCIAL DRIVEWAY APRON AND	6 EA	3,804.59	22,827.54	5	19,022.95	19,022.95	0.00
37	SIDEWALK FLUME CROSSING	1 EA	2,529.02	2,529.02	1	2,529.02	2,529.02	0.00
38	2 RISER STAIR ASSEMBLY AT NORT	1 LS	1,740.60	1,740.60	1	1,740.60	1,740.60	0.00
39	HANDRAIL	20 LF	58.80	1,176.00	20	1,176.00	1,176.00	0.00
40	MULTI USE PATH TRUNCATED DOME	11 EA	1,397.91	15,377.01	8	11,183.28	11,183.28	0.00
41	SOLID WHITE CLASS 2 TYPE A STR	90 LF	1.05	94.50	746	783.30	783.30	0.00
42	SOLID YELLOW CLASS 2 TYPE A ST	5,117 LF	1.05	5,372.85	7,608	7,988.40	7,988.40	0.00
43	SOLID WHITE CLASS 2 TYPE A STR	280 LF	4.20	1,176.00	280	1,176.00	1,176.00	0.00
44	BROKEN WHITE CLASS 2 TYPE A ST	5,350 LF	1.05	5,617.50	6,088	6,392.40	6,392.40	0.00
45	BROKEN YELLOW CLASS 2 TYPE A S	4,665 LF	1.05	4,898.25	5,992	6,291.60	6,291.60	0.00
46	DOTTED WHITE CLASS 2 TYPE A 5"	5,350 LF	2.10	11,235.00	354	743.40	743.40	0.00
47	REFLECTIVE PAVEMENT MARKER WHI	81 EA	6.30	510.30	102	642.60	642.60	0.00
48	REFLECTIVE PAVEMENT MARKER YEL	117 EA	6.30	737.10	166	1,045.80	1,045.80	0.00
49	24" THERMOPLASTIC STOP BAR	1,553 LF	12.60	19,567.80	1,473	18,559.80	18,559.80	0.00
50	WHITE PEDESTRIAN CROSSING STRI	1,749 LF	6.30	11,018.70	1,749	11,018.70	11,018.70	0.00
51	WHITE LEFT TURN ARROW LEGEND	13 EA	105.00	1,365.00	22	2,310.00	2,310.00	0.00
52	WHITE "ONLY" LEGEND	10 EA	157.50	1,575.00	9	1,417.50	1,417.50	0.00
53	WHITE RIGHT TURN ARROW LEGEND	2 EA	105.00	210.00	2	210.00	210.00	0.00
54	WHITE THRU/RIGHT ARROW LEGEND	2 EA	183.75	367.50	2	367.50	367.50	0.00
55	RELOCATE ROAD SIGN (SM)	16 EA	315.00	5,040.00	16	5,040.00	5,040.00	0.00

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 17

Invoice No: 46423

Invoice Date: 4/27/2023

Terms: Net 30

From: ROGERS GROUP INC- BILLING ONLY

2512 Triana Blvd SW

HUNTSVILLE, AL 35805

(256) 533-0505

Via(Architect/  
Engineer)

Due Date: 5/27/2023

Period To: 4/27/2023

Project No: 345319

Contract Date: 9/20/2019

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
56	RELOCATE HYDRANT	2 EA	8,281.78	16,563.56	2	16,563.56	16,563.56	0.00
57	ADJUST HYDRANT TO GRADE	1 EA	4,157.81	4,157.81	3	12,473.43	12,473.43	0.00
58	ADJUST WATER/GAS VALVE TO GRAD	7 EA	342.00	2,394.00	7	2,394.00	2,394.00	0.00
59	ADJUST MANHOLE TO GRADE	2 EA	2,576.47	5,152.94	2	5,152.94	5,152.94	0.00
60	WEST DUBLIN DRIVE/SULLIVAN STR	1 LS	315,000.00	315,000.00	1	315,000.00	315,000.00	0.00
61	ROYAL DRIVE/SULLIVAN TRAFFIC S	1 LS	262,500.00	262,500.00	1	262,500.00	262,500.00	0.00
62	KYSER BOULEVARD/SULLIVAN STREE	1 LS	348,600.00	348,600.00	1	348,600.00	348,600.00	0.00
63	SULLIVAN STREET TRAFFIC SIGNAL	1 LS	63,000.00	63,000.00	1	63,000.00	63,000.00	0.00
64	15" CL-3 RCP	264 LF	69.97	18,472.08	88	6,157.36	6,157.36	0.00
65	18" CL-3 RCP	1,527 LF	74.99	114,509.73	1,260	94,487.40	94,487.40	0.00
66	24" CL-3 RCP	540 LF	85.34	46,083.60	48	4,096.32	4,096.32	0.00
67	30" CL-3 RCP	346 LF	114.25	39,530.50	317	36,217.25	36,217.25	0.00
68	36" CL-3 RCP	508 LF	135.08	68,620.64	446	60,245.68	60,245.68	0.00
69	42" CL-3 RCP	1,081 LF	155.79	168,408.99	1,129	175,886.91	175,886.91	0.00
70	48" CL-3 RCP	780 LF	242.23	188,939.40	780	188,939.40	188,939.40	0.00
71	60" CL-3 RCP	30 LF	667.45	20,023.50	30	20,023.50	20,023.50	0.00
72	CURB INLET (S INLET NO WING)	2 EA	7,120.25	14,240.50	8	56,962.00	56,962.00	0.00
73	GRATE INLET	7 EA	5,003.75	35,026.25	8	40,030.00	40,030.00	0.00
74	48" JUNCTION BOX	1 EA	6,549.36	6,549.36	3	19,648.08	19,648.08	0.00
75	OPEN THROAT INLET	2 EA	4,823.56	9,647.12	1	4,823.56	4,823.56	0.00
76	S INLET DOUBLE WING	7 EA	5,455.45	38,188.15	7	38,188.15	38,188.15	0.00
77	S INLET SINGLE WING	23 EA	7,313.37	168,207.51	15	109,700.55	109,700.55	0.00
78	15" FLARED END SECTION	2 EA	1,594.69	3,189.38	2	3,189.38	3,189.38	0.00
79	RETROFIT EXISTING HW ON WEST S	1 LS	15,284.25	15,284.25	0	0.00	0.00	0.00
80	HW (SPECIAL) SEE DETAIL DRAWIN	1 LS	39,096.05	39,096.05	1	39,096.05	39,096.05	0.00
81	REMOVAL 3 X 60" CON. HW AND WI	1 EA	4,314.68	4,314.68	1	4,314.68	4,314.68	0.00
82	CONVERT DOUBLE S-INLET TO SING	2 EA	3,396.96	6,793.92	0	0.00	0.00	0.00
83	CONVERT JB TO SINGLE S-INLET	1 EA	5,007.40	5,007.40	0	0.00	0.00	0.00
84	MAILBOX RELOCATE	14 EA	357.40	5,003.60	14	5,003.60	5,003.60	0.00
85	SILT FENCE	3,940 LF	5.42	21,354.80	3,940	21,354.80	21,354.80	0.00
86	SOD	381 SY	20.99	7,997.19	0	0.00	0.00	0.00
87	TEMP. STRAW WATTLES (CD)	7 EA	777.47	5,442.29	5	3,887.35	3,887.35	0.00

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 17

Invoice No: 46423

Invoice Date: 4/27/2023

Terms: Net 30

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Project No: 345319

Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Via(Architect/  
Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
88	SAND BAG CHECK DAM	17 EA	278.48	4,734.16	3	835.44	835.44	0.00
89	FABRIC INLET PROTECTION	29 EA	284.83	8,260.07	0	0.00	0.00	0.00
90	BLOCK INLET PROTECTION	55 EA	427.79	23,528.45	0	0.00	0.00	0.00
91	OUTLET PROTECTION CLASS 1 RIP-	21 TON	101.87	2,139.27	10	1,018.70	1,018.70	0.00
92	EROSION CONTROL BLANKET	650 SY	9.18	5,967.00	400	3,672.00	3,672.00	0.00
93	ROCK CHECK DAM	2 EA	2,621.63	5,243.26	0	0.00	0.00	0.00
94	TEMP. SEEDING	5 AC	1,544.22	7,721.10	5	7,721.10	7,721.10	0.00
95	PERMANENT SEEDING	5 AC	2,056.35	10,281.75	5	10,281.75	10,281.75	0.00
96	MULCHING	5 AC	2,086.67	10,433.35	5	10,433.35	10,433.35	0.00
97	STORM WATER AS-BUILT	1 LS	8,369.92	8,369.92	0	0.00	0.00	0.00
98	8" DIP GRAVITY W/ V-BIO	60 LF	131.64	7,898.40	60	7,898.40	7,898.40	0.00
99	10" DIP GRAVITY W/ V-BIO	20 LF	319.52	6,390.40	20	6,390.40	6,390.40	0.00
100	12" DIP GRAVITY W/ V-BIO	110 LF	156.94	17,263.40	110	17,263.40	17,263.40	0.00
101	48" SEWER MANHOLE	4 EA	6,724.57	26,898.28	4	26,898.28	26,898.28	0.00
102	CLAY DITCH CHECK	1 EA	1,942.31	1,942.31	0	0.00	0.00	0.00
103	SANITARY SEWER BYPASS & PUMPIN	1 LS	11,004.58	11,004.58	1	11,004.58	11,004.58	0.00
104	STONE BACKFILL OF TRENCH	850 TON	25.76	21,896.00	850	21,896.00	21,896.00	0.00
105	TEMPORARY ASPHALT PATCHING AT	218 SY	109.12	23,788.16	218	23,788.16	23,788.16	0.00
106	CO1 - COMM DRIVEWAY MULTI-USE	145 SY	84.97	12,320.65	145	12,320.65	12,320.65	0.00
107	CO1 - OPTICOM SYSTEM FOR INTER	3 EA	14,350.00	43,050.00	3	43,050.00	43,050.00	0.00
108	CO1 - STORM SEWER CONFLICT BOX	2 EA	7,132.00	14,264.00	2	14,264.00	14,264.00	0.00
109	CO1 - GUARDRAIL ADJ TO NAT GAS	1 LS	6,825.00	6,825.00	1	6,825.00	6,825.00	0.00
110	CO2 - LOWER WATER LINE	1 LS	18,405.99	18,405.99	1	18,405.99	18,405.99	0.00
111	CO#3 - LOWER EXISTING	1 LS	18,405.99	18,405.99	1	18,405.99	18,405.99	0.00
112	CO#4 - LOWER EXISTING	1 LS	22,653.51	22,653.51	1	22,653.51	22,653.51	0.00
113	CO#5 - TRAFFIC CONTROL	1 LS	19,922.61	19,922.61	1	19,922.61	19,922.61	0.00
114	CO#5 - TRAFFICTRAFFIC CONTROL	1 LS	19,922.61	19,922.61	1	19,922.61	19,922.61	0.00
115	CO#5 - TRAFFICSTRIP, STOCKPILE	1 LS	74,298.09	74,298.09	1	74,298.09	74,298.09	0.00
116	CO#5 - TRAFFIC CONTROL	1 LS	23,519.45	23,519.45	1	23,519.45	23,519.45	0.00
117	CO#5 - TRAFFIC CONTROL	1,800 SY	3.00	5,400.00	1,800	5,400.00	5,400.00	0.00
118	CO#5 - TRAFFIC CONTROL	1 EA	5,250.00	5,250.00	1	5,250.00	5,250.00	0.00
119	CO#5 - TRAFFIC CONTROL	54 SY	250.66	13,535.64	54	13,535.64	13,535.64	0.00
120	CO#5 - UNCLASSIFIED	600 CY	30.68	18,408.00	600	18,408.00	18,408.00	0.00

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
HUNTSVILLE, AL 35805  
(256) 533-0505

Project: SULLIVAN STREET WIDENING  
MADISON, AL  
MADISON COUNTY

Application No: 17  
Invoice No: 46423  
Invoice Date: 4/27/2023  
Terms: Net 30  
Due Date: 5/27/2023  
Period To: 4/27/2023  
Project No: 345319  
Contract Date: 9/20/2019

Via(Architect/  
Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
121	CO #5 - BORROW EXCAVATION	30 CY	81.14	2,434.20	0	0.00	0.00	0.00
122	CO #5 - MILLING/PLAINING	3,040 SY	4.54	13,801.60	6,714.54	30,484.01	30,484.01	0.00
123	CO 5 - BASE COURSE 6" COMP	1,677 SY	14.17	23,763.09	1,677	23,763.09	23,763.09	0.00
124	CO #5 - ASPHALT BINDER (2")	184 TON	211.05	38,833.20	104.88	22,134.92	22,134.92	0.00
125	CO #5 - ASPHALT BINDER (2")	184 TON	208.63	38,387.92	227.41	47,444.55	47,444.55	0.00
126	CO #5 - ASPHALT WEARING (1.5")	413 TON	128.39	53,025.07	890.36	114,313.32	114,313.32	0.00
127	CO #5 - 5" CONCRETE SIDEWALK	310 SY	55.62	17,242.20	761.2	42,337.94	42,337.94	0.00
128	CO #5 - CURB & GUTTER 24"	95 LF	23.22	2,205.90	95	2,205.90	2,205.90	0.00
129	CO #5 - SIDEWALK RAMP WITH	3 EA	2,680.22	8,040.66	3	8,040.66	8,040.66	0.00
130	CO #5 - SOLID WHITE CLASS	156 LF	4.20	655.20	0	0.00	0.00	0.00
131	CO #5 - SOLID YELLOW CLASS 2	2,497 LF	1.05	2,621.85	0	0.00	0.00	0.00
132	CO #5 - BROKEN YELLOW	1,915 LF	1.05	2,010.75	0	0.00	0.00	0.00
133	CO #5 - REFLECTIVE PAVEMEN	8 EA	6.30	50.40	0	0.00	0.00	0.00
134	CO #5 - REFLECTIVE PAVEMEN	48 EA	6.30	302.40	0	0.00	0.00	0.00
135	CO #5 - 24" THERMOPLA	42 LF	12.60	529.20	0	0.00	0.00	0.00
136	CO #5 - WHITE PEDESTR	65 LF	6.30	409.50	0	0.00	0.00	0.00
137	CO #5 - WHITE LEFT TURN	6 EA	105.00	630.00	0	0.00	0.00	0.00
138	CO #5 - WHITE "ONLY	4 EA	157.50	630.00	0	0.00	0.00	0.00
139	CO #5 - FLEXIBLE REFLECTIV	8 EA	103.43	827.44	0	0.00	0.00	0.00
140	CO #5 - CLASS B 6" TRAFF.	16 EA	52.50	840.00	0	0.00	0.00	0.00
141	CO #5 - CLASS B 6" TRAFF	2 EA	52.50	105.00	0	0.00	0.00	0.00
142	CO #5 - SILT FENCE	425 LF	7.31	3,106.75	0	0.00	0.00	0.00
143	CO #5 - SOD	147 SY	11.18	1,643.46	147	1,643.46	1,643.46	0.00
144	CO #5 - FABRIC INLET PROTECTION	6 EA	279.83	1,678.98	6	1,678.98	1,678.98	0.00
145	CO #5 - BLOCK INLET PROTECTION	6 EA	450.87	2,705.22	6	2,705.22	2,705.22	0.00
146	CO #5 - TEMP. SEEDING	1 AC	1,399.15	1,399.15	1	1,399.15	1,399.15	0.00
147	CO #5 - MULCHING	1 AC	2,188.14	2,188.14	1	2,188.14	2,188.14	0.00
148	CO #6 - DEMOLITION OS ASPHALT P	339 SY	11.25	3,813.75	339	3,813.75	3,813.75	0.00
149	CO #6 - UNCLASSIFIED EXCAVATIO	189 CY	27.38	5,174.82	189	5,174.82	5,174.82	0.00
150	CO #6 - BORROW EXCAVATION	437 CY	28.29	12,362.73	0	0.00	0.00	0.00
151	CO #6 - REMOVE VALLEY GUTTER	1,140 LF	9.33	10,636.20	1,140	10,636.20	10,636.20	0.00
152	CO #6 - BASE COURSE 6" COMPACTE	380 SY	13.17	5,004.60	0	0.00	0.00	0.00
153	CO #6 - CURB & GUTTER 24"	1,140 LF	21.33	24,316.20	1,885.7	40,221.98	40,221.98	0.00

To(OWNER): CITY OF MADISON  
100 HUGHES ROAD  
MADISON, AL 35758

From: ROGERS GROUP INC- BILLING ONLY  
2512 Triana Blvd SW  
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Project No: 345319  
Contract Date: 9/20/2019

Via(Architect/  
Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
154	CO #6 - SIDEWALK RAMP WITH DETA	7 EA	2,427.31	16,991.17	7	16,991.17	16,991.17	0.00
155	CO #6 - RESIDENTIAL DRIVEWAY AP	2 EA	2,950.87	5,901.74	2	5,901.74	5,901.74	0.00
156	CO #6 - COMMERCIAL DRIVEWAY APR	6 EA	3,804.59	22,827.54	6	22,827.54	22,827.54	0.00
157	CO7 - ELECTRIC RELOCATION	1 LS	22,890.00	22,890.00	1	22,890.00	22,890.00	0.00
158	CO8 - ADD 2" BLACK BASE	1 LS	47,293.33	47,293.33	1	47,293.33	47,293.33	0.00
				6,448,448.28		5,547,767.73	5,547,767.73	0.00





AL Legal Liner

## The Huntsville Times

## LEGAL AFFIDAVIT

AD#: 0010582719

Total

\$148.00

State of Alabama,) ss

County of Madison)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Huntsville Times is a public newspaper published in the city of Huntsville, with general circulation in Madison County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Huntsville Times 02/01, 02/08, 02/15, 02/22/2023

Principal Clerk of the Publisher

Sworn to and subscribed before me this 22th day of February 2023

Notary Public



Rogers Group, Inc. hereby gives notice of completion of contract with the City of Madison, Alabama for Sullivan Street Widening, #2019-011-ITB, located in Madison, Alabama. This notice will appear for four consecutive weeks beginning on 02/01/23 and ending on 02/22/23. All claims should be filed at 2512 Triana Boulevard SW, Huntsville, AL 35805 during this period.

Huntsville Times: February 1, 8, 15, 22, 2023

**ORDINANCE NO. 2023-306****AN ORDINANCE TO AMEND THE ORDER OF BUSINESS ESTABLISHED BY CITY CODE SECTION 2-42(4) FOR CITY COUNCIL MEETINGS**

**WHEREAS**, on June 26, 2023, the City Council passed Ordinance No. 2023-188 amending Section 2-42(4) of the City Code establishing a new order of business for City Council Meetings; and

**WHEREAS**, the City Council now seeks to return to the order of business that was previously effective prior to the June 26, 2023 adoption of Ordinance No. 2023-188; and

**WHEREAS**, the City Council also seeks to insert two matters of business within Section 2-42(4) titled "BOARD/COMMITTEE APOINTMENTS" and "PUBLIC HEARINGS."

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that Section 2-42(4) subsections a. through n. are repealed and replaced with the following subsections a. through m.:

- "a. Call to Order.
- b. Invocation and Pledge of Allegiance.
- c. Roll call of elected governing officials.
- d. Approval of minutes.
- e. Presentation of awards.
- f. Public comments.
- g. Consent agenda and finance committee report (regular and periodic bills to be paid).
- h. Presentation of reports of mayor, councilmembers, committees, etc.
- i. Board and Committee Appointments.
- j. Public hearings.
- k. Departmental reports.

- l. Other business and announcements.
- m. Adjournment."

**BE IT FURTHER ORDAINED** that the City Council reaffirms its commitment to enforcement of these rules of order, as amended, and authorizes and directs the Council President to enforce the same; and

**BE IT FURTHER ORDAINED** that if any word, clause, phrase, sentence, paragraph, or provision of this Ordinance shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof; and

**READ and ADOPTED** this \_\_\_\_ day of September 2023.

---

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

**ATTEST:**

---

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2023-279-R**

**A RESOLUTION APPROVING A LOUNGE RETAIL LIQUOR LICENSE CLASS ONE  
FOR THE LEAF CIGAR EMPORIUM, LLC**

**WHEREAS**, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a lounge retail liquor license to The **Leaf Cigar Emporium, LLC** doing business as **The Leaf Emporium** which has applied for said license for its location at 12110 County Line Road, Suite B; and

**WHEREAS**, the Revenue Director has received written approval for the application of **The Leaf Cigar Emporium, LLC** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC lounge retail liquor license (class one) to **The Leaf Cigar Emporium, LLC** for its 12110 County Line Road, Suite B location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City restaurant retail liquor license to **The Leaf Cigar Emporium, LLC** doing business as **The Leaf Emporium**.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of September 2023.

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

**ATTEST:**

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

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

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



CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5654  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

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Date: September 1, 2023  
To: Mayor & City Council  
From: Ivon Williams  
Deputy Revenue Officer, Revenue Department  
Subject: The Leaf Cigar Emporium LLC  
DBA: The leaf Cigar Emporium  
Lounge Retail Liquor - Class I License

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Please find attached a copy of the checklist for The Leaf Cigar Emporium LLC., doing business as The Leaf Cigar Emporium, in regard to their application for a Lounge Retail Liquor - Class I License for their location 12110 County Line Road Suite B, Madison, Alabama 35756.

The reason that this business is applying for Lounge Retail Liquor - Class I License at this time is because this is a new business in the City of Madison.

Everything is in order for the City Council to consider this alcoholic beverage request.

If there are any questions, do not hesitate to call me at (256) 772-5628.



### Checklist for Beer/Wine/Liquor License

☒ ON PREMISE ☐ OFF PREMISE ☒ BEER ☒ WINE ☒ LIQUOR

**Owner Name:** Terrance Roshad West & Terrence LeBrone Clay

**Business Name:** The Leaf Cigar Emporium LLC

**Business Location:** 12110 County Line Road Suite B. Madison, AL 35756

**Mailing Address:** 12110 County Line Road Suite B. Madison, AL 35756

**Phone:** (662) 418-2696

#### APPLICATION FEE:

Date Paid: 5/31/2023 Amount: \$ 100.00 Receipt #: 8031

Copy of Lease: Yes Incorporation Papers: Yes

#### POLICE DEPARTMENT APPROVAL:

Letter Sent: 08/08/2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Hughes Title ID Secretary

Date Completed: 8-10-23

#### BUILDING DEPARTMENT APPROVAL:

Letter Sent: 08/08/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 8-10-23

#### FIRE DEPARTMENT APPROVAL:

Letter Sent: 08/08/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Ken Hand Title Inspector

Date Completed: 8/31/23

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**Memo Sent to City Clerk On: 8/8/2023Date Placed: 8/8/2023 Newspaper: 08/08/2023Publication Fee Paid: \$184.00Date Paid: 5/31/2023 Receipt #: 8031Date of Public Hearing: 8/28/2023Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

Mailed to Applicant: \_\_\_\_\_

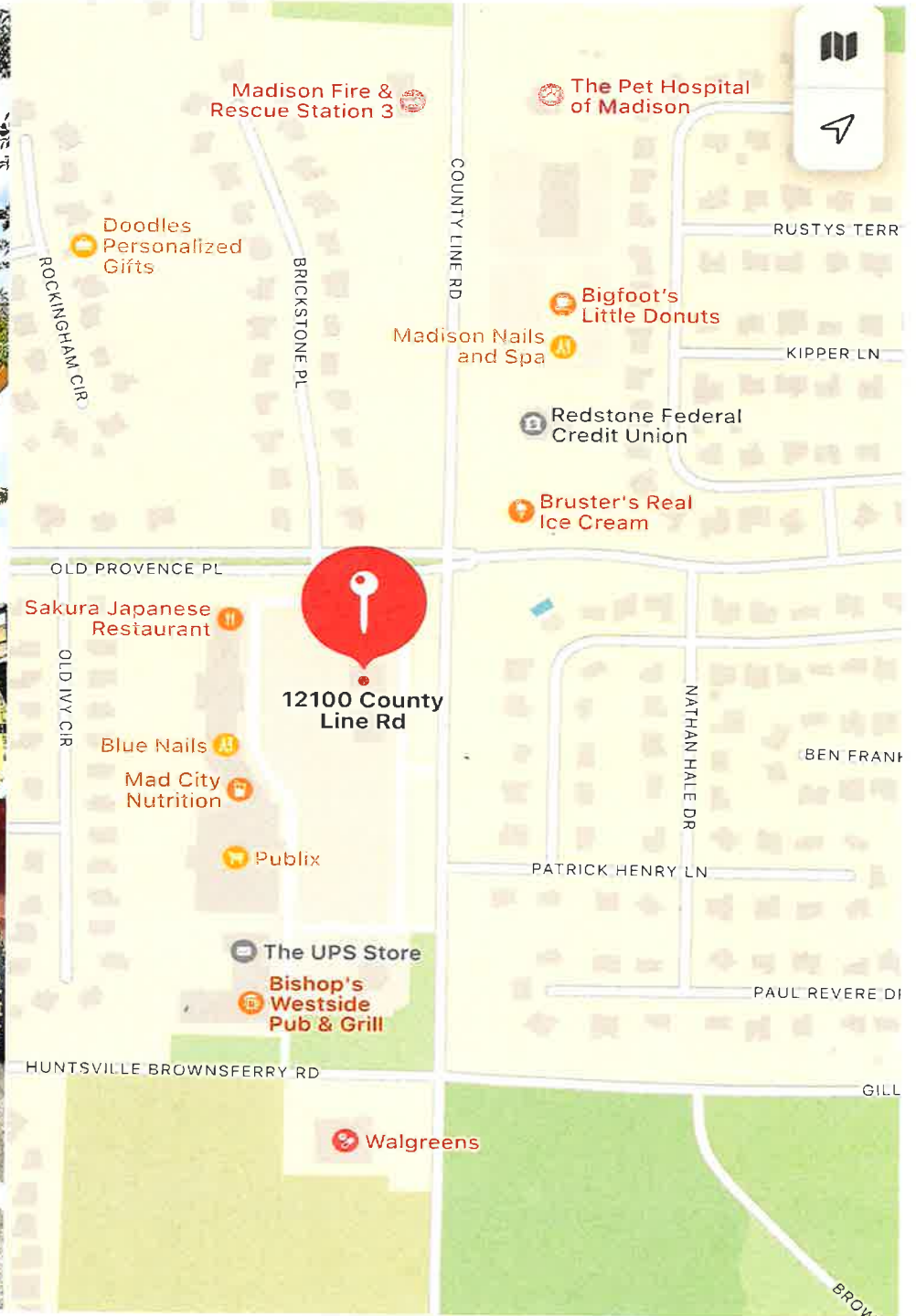
**CITY LICENSE:**

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

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

License #: \_\_\_\_\_







## RESOLUTION NO. 2023 -181-R

### A RESOLUTION AUTHORIZING PROPERTY ACQUISITION FOR THE HARDIMAN ROAD & MADISON BRANCH BOULEVARD ROUNDABOUT PROJECT

**BE IT RESOLVED** by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain rights-of-way, permanent, and temporary construction easements (the "Tracts") on, over, across and upon parcels of land described more specifically in attached Exhibits A & B and herein below.
2. **Exhibit A: Warranty Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of constructing the proposed roundabout at Hardiman Road and Madison Branch Boulevard (herein "the Project"). The Tract is further described as follows:

STATE OF ALABAMA    )  
LIMESTONE COUNTY    )

A PARCEL OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN MADISON COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE SAID NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 83 DEGREES 01 MINUTE 19 SECONDS EAST, FOR A DISTANCE OF 1601.54 FEET TO A 5/8 INCH CAPPED IRON PIN FOUND (DUNIVANT) LYING ON THE SOUTH RIGHT OF WAY MARGIN OF MADISON BRANCH BOULEVARD (FORMERLY HALSEY DRIVE - PUBLIC RIGHT OF WAY VARIES); THENCE, ALONG SAID SOUTH MARGIN, SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 185.55 FEET TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 89.89 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 352.10 FEET TO A 1/2 INCH CAPPED IRON PIN FOUND (PLS 22089) MARKING THE INTERSECTION OF THE SAID SOUTH MARGIN OF MADISON BRANCH BOULEVARD AND THE WEST RIGHT OF WAY MARGIN OF HARDIMAN ROAD (PUBLIC RIGHT OF

WAY VARIES); THENCE, LEAVING SAID SOUTH MARGIN AND ALONG SAID WEST MARGIN, CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 52 DEGREES 05 MINUTES 07 SECONDS, HAVING A RADIUS OF 408.90 FEET, AND WHOSE LONG CHORD BEARS SOUTH 26 DEGREES 57 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 359.05 FEET TO A POINT; THENCE, LEAVING SAID WEST MARGIN, NORTH 00 DEGREES 37 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 258.51 FEET TO A POINT; THENCE, NORTH 57 DEGREES 01 MINUTE 35 SECONDS WEST FOR A DISTANCE OF 89.84 FEET TO A POINT; THENCE NORTH 83 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 117.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES (19074 SQUARE FEET), MORE OR LESS.

3. **Exhibit B: Temporary Easement Deed** depicts the proposed temporary construction easement necessary to access property during the construction of the Project. The location of the Temporary Easement is described as follows:

STATE OF ALABAMA    )  
LIMESTONE COUNTY    )

A PARCEL OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN MADISON COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE SAID NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 83 DEGREES 01 MINUTE 19 SECONDS EAST, FOR A DISTANCE OF 1601.54 FEET TO A 5/8 INCH CAPPED IRON PIN FOUND (DUNIVANT), POINT LYING ON THE SOUTH RIGHT OF WAY MARGIN OF MADISON BRANCH BOULEVARD (FORMERLY HALSEY DRIVE) AND THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH MARGIN, SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 185.55 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 89.89 FEET TO A POINT; THENCE, LEAVING SAID SOUTH MARGIN, SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 117.55 FEET TO A POINT; THENCE, SOUTH 57 DEGREES 01 MINUTE 35 SECONDS EAST FOR A DISTANCE OF 89.84 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 37 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 258.51 FEET TO A POINT, POINT LYING ON THE WEST RIGHT OF WAY MARGIN OF HARDIMAN ROAD (PUBLIC RIGHT OF

WAY VARIES); THENCE, ALONG THE SAID WEST MARGIN, SOUTH 00 DEGREES 37 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 4.11 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 26 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 213.72 FEET TO A POINT; THENCE, LEAVING SAID WEST MARGIN, NORTH 89 DEGREES 17 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 50.65 FEET TO A POINT; THENCE, NORTH 00 DEGREES 37 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 448.74 FEET TO A POINT; THENCE, NORTH 57 DEGREES 01 MINUTE 35 SECONDS WEST FOR A DISTANCE OF 50.56 FEET TO A POINT; THENCE, NORTH 83 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 102.99 FEET TO A POINT; THENCE, NORTH 89 DEGREES 53 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 89.89 FEET TO A POINT; THENCE, NORTH 83 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 184.57 FEET TO A POINT; THENCE NORTH 02 DEGREES 10 MINUTES 57 SECONDS EAST A DISTANCE OF 50.14 FEET TO A 5/8 INCH CAPPED IRON PIN FOUND MARKING THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES (45968 SQUARE FEET), MORE OR LESS.

4. That obtaining the foregoing Tracts and Easement is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
5. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire the Tracts and Easement by voluntary conveyance and offer the owner a total of **sixty-five thousand dollars (\$65,00.00)** to compensate owner for the conveyances referenced in Exhibit A and B.
6. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the owner represents such just compensation.
7. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A and B.
8. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of September 2023.

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

**ATTEST:**

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

**STATE OF ALABAMA** )  
 ) **WARRANTY DEED**  
 ) **FOR RIGHT-OF-WAY**  
**COUNTY OF LIMESTONE** )

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration of Fifty six thousand dollars (\$56,000) to the undersigned **GRANTOR** in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, **DR. JITENDRA JAIN** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) and does dedicate for public use as a public right-of-way, the following-described premises, located in Limestone County, Alabama, together with every individual and collective right, privilege, tenement, hereditament, and appurtenance pertaining thereto, to-wit:

STATE OF ALABAMA )  
LIMESTONE COUNTY )

A PARCEL OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN MADISON COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE SAID NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 83 DEGREES 01 MINUTE 19 SECONDS EAST, FOR A DISTANCE OF 1601.54 FEET TO A 5/8 INCH CAPPED IRON PIN FOUND (DUNIVANT) LYING ON THE SOUTH RIGHT OF WAY MARGIN OF MADISON BRANCH BOULEVARD (FORMERLY HALSEY DRIVE - PUBLIC RIGHT OF WAY VARIES); THENCE, ALONG SAID SOUTH MARGIN, SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 185.55 FEET TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 89.89 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 352.10 FEET TO A 1/2 INCH CAPPED IRON PIN FOUND (PLS 22089) MARKING THE INTERSECTION OF THE SAID SOUTH MARGIN OF MADISON BRANCH BOULEVARD AND THE WEST RIGHT OF WAY MARGIN OF HARDIMAN DRIVE (PUBLIC RIGHT OF WAY VARIES); THENCE, LEAVING SAID SOUTH MARGIN AND ALONG SAID WEST MARGIN, CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 52 DEGREES 05 MINUTES 07 SECONDS, HAVING A RADIUS OF 408.90 FEET, AND WHOSE LONG CHORD BEARS SOUTH 26 DEGREES 57 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 359.05 FEET TO A POINT; THENCE, LEAVING SAID WEST MARGIN, NORTH 00 DEGREES 37 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 258.51 FEET TO A POINT; THENCE, NORTH 57 DEGREES 01 MINUTE 35 SECONDS WEST FOR A DISTANCE OF 89.84 FEET TO A POINT; THENCE NORTH 83 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 117.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES (19074 SQUARE FEET), MORE OR LESS.

**TO HAVE AND TO HOLD** unto the Grantee, its successors, and assigns forever.

Warranty Deed  
Dr. Jitendra Jain  
Page 1 of 2

And Grantor covenants with the Grantee, its successors, and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to dedicate and convey the same as aforesaid; and that it will warrant and defend the same to the Grantee, its successors, and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed on the \_\_\_\_\_ day of September 2023.

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

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

**STATE OF ALABAMA** )  
 )  
**COUNTY OF LIMESTONE** )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Dr. Jain Jitendra, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

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

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

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

STATE OF ALABAMA )  
 )  
COUNTY OF LIMESTONE )

CONVEYANCE OF TEMPORARY  
CONSTRUCTION EASEMENT  
*No title opinion requested and none provided.*

KNOW ALL MEN BY THESE PRESENTS, that DR. JITENDRA JAIN, (“Grantor”), for and in consideration of Nine Thousand Dollars (\$9,000.00) paid by the CITY OF MADISON, Alabama, a municipal corporation in Madison County, Alabama (“Grantee”), the receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee, its successors and assigns, a temporary construction easement over, under, upon, and across the following described property which is situated in the City of Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA )  
LIMESTONE COUNTY )

A PARCEL OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3WEST OF THE HUNTSVILLE MERIDIAN IN MADISON COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBEDAS FOLLOWS:

COMMENCING AT A ROCK MARKING THE SAID NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 83 DEGREES 01 MINUTE 19 SECONDS EAST, FOR A DISTANCE OF 1601.54 FEET TO A 5/8 INCH CAPPED IRON PIN FOUND (DUNIVANT), POINT LYING ON THE SOUTH RIGHT OF WAY MARGIN OF MADISON BRANCH BOULEVARD (FORMERLY HALSEY DRIVE) AND THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH MARGIN, SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 185.55 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 89.89 FEET TO A POINT; THENCE, LEAVING SAID SOUTH MARGIN, SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 117.55 FEET TO A POINT; THENCE, SOUTH 57 DEGREES 01 MINUTE 35 SECONDS EAST FOR A DISTANCE OF 89.84 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 37 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 258.51 FEET TO A POINT, POINT LYING ON THE WEST RIGHT OF WAY MARGIN OF HARDIMAN ROAD (PUBLIC RIGHT OF WAY VARIES); THENCE, ALONG THE SAID WEST MARGIN, SOUTH 00 DEGREES 37 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 4.11 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 26 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 213.72 FEET TO A POINT; THENCE, LEAVING SAID WEST MARGIN, NORTH 89 DEGREES 17 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 50.65 FEET TO A POINT; THENCE, NORTH 00 DEGREES 37 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 448.74 FEET TO A POINT; THENCE, NORTH 57 DEGREES 01 MINUTE 35 SECONDS WEST FOR A DISTANCE OF 50.56 FEET TO A POINT; THENCE, NORTH 83 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 102.99 FEET TO A POINT; THENCE, NORTH 89 DEGREES 53 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 89.89 FEET TO A POINT; THENCE, NORTH 83 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 184.57 FEET TO A POINT; THENCE NORTH 02 DEGREES 10 MINUTES 57 SECONDS EAST A DISTANCE OF 50.14 FEET TO A 5/8 INCH CAPPED IRON PIN FOUND MARKING THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES (45968 SQUARE FEET), MORE OR LESS.

TO HAVE AND TO HOLD unto the Grantee, its successors, and assigns until Grantee completes its right of way improvement project, or one (1) year from the date of this agreement, whichever shall first occur. At such time, the above-described temporary construction easement shall terminate, and all rights shall revert to the Grantor.

IN WITNESS WHEREOF, Dr. Jitendra Jain caused this instrument to be executed this \_\_\_\_ day of September 2023.

**DR. JITENDRA JAIN**

§

§

§

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

---

Notary Public



# Madison Branch Blvd. Roundabout







**RESOLUTION NO. 2023-293-R**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional services agreement with Nivens & Associates Appraisals, Inc. for a land appraisal near the proposed Segers Road and Maecille Drive Intersection improvements, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of September 2023.

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

**ATTEST:**

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

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

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

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Nivens & Associates Appraisals an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville Alabama 35801, hereinafter referred to as "Consultant."

### WITNESS TO:

**WHEREAS** the City of Madison requires appraisal of the value of twelve (12) properties located near the Project 22-039 Segers Road & Maecille Drive Intersection Improvements for the purpose of acquiring property and easements necessary for the Project; and

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

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

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

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

### SECTION 1: SCOPE OF WORK

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

*Appraise the value of twelve (12) properties located near the  
Project 22-039 Segers Road & Maecille Drive Intersection  
Improvements.*

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

hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **eighteen thousand dollars (\$18,000.00)**, payable as services are rendered and invoiced to City. Consultant is solely

responsible for submission of invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

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

### **SECTION 3: INDEMNIFICATION & INSURANCE**

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

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

### **SECTION 4: COMMENCEMENT; TERM**

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

## **SECTION 5: TERMINATION**

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

## **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

## **SECTION 7: EXCUSED PERFORMANCE**

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

## **SECTION 8: ASSIGNMENT**

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

## **SECTION 9: ENTIRE AGREEMENT: WAIVER**

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

## SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director  
City of Madison Engineering Department  
100 Hughes Road  
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Darrin Nivens  
Nivens & Associates Appraisals, Inc.  
115 Manning Drive, Suite D202  
Huntsville, AL 35801*

## SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

## SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set



their hands and seals on the day and year respectively noted.

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

**Attest:**

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

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

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

**STATE OF ALABAMA**                   §  
   §  
**COUNTY OF MADISON**           §

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

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

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

Nivens & Associates Appraisals, Inc.  
Consultant

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

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

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

STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON           §

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

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

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

# ***NIVENS & ASSOCIATES APPRAISALS, INC.***

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

August 18, 2023

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

Re: Appraisal Fee Quote for Segers Road & Maecille  
Drive Intersection Improvement Project

Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisals of the properties involved in the Segers Road & Maecille Drive Intersection Improvement Project. This letter is to advise you that we will be glad to prepare appraisals regarding the twelve properties listed on the maps and legal descriptions that you provided.

The fee to complete appraisal reports on all twelve of these properties listed in your e-mail pursuit to this project will be **\$18,000**. The appraisal report will be prepared in a narrative format in a single appraisal report, will report separate before and after values for all twelve properties and will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. These reports will be completed within approximately 45 to 60 days from the date of engagement by the City of Madison.

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

Sincerely,



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

Darrin K. Nivens, MAI



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

**RESOLUTION NO. 2023-298-R****A RESOLUTION AUTHORIZING THE MAYOR TO AMEND AN  
EXISTING PROFESSIONAL SERVICES AGREEMENT WITH OHM  
ADVISORS**

**WHEREAS**, on February 27, 2023, the City Council of the City of Madison, Alabama passed Resolution No. 2023-056 authorizing the Mayor to execute a Professional Services Agreement with OHM Advisors for professional engineering consulting services for the Balch Road and Gooch Lane Project; and

**WHEREAS**, on August 28, 2023, OHM Advisors submitted a written request to amend elements of the Project, to wit: expand the scope of the Agreement to include a temporary gravel connection between Wann Drive and Prairie Drive to include additional survey and design for this temporary connection.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number One to the Professional Services Agreement with OHM Advisors for professional engineering consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Balch Road and Gooch Lane Roundabout Amendment 1- Additional Professional Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to OHM Advisors in the manner detailed in the Agreement to be paid from the Engineering Department's budget.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11<sup>th</sup> day of September 2023.

---

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

**ATTEST:**

---

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

APPROVED this \_\_\_\_ day of September 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama



August 28, 2023

Mr. Michael Johnson, PE  
 City Engineer  
 City of Madison  
 100 Hughes Road  
 Madison, AL 35758

**RE: Balch Road and Gooch Lane Roundabout  
 Amendment 1 -Additional Professional Services**

Dear Mr. Johnson,

We are requesting a contract amendment for elements of the project that have changed and/or evolved beyond the original scope and cost derivation signed February 28, 2023. The items are as follows:

**Scope**

After reviewing traffic control alternatives and discussing options with the City and Madison Hospital about how to maintain emergency vehicles through the construction site, it was determined that adding a temporary gravel connection between Wann Drive and Prairie Drive would allow emergency vehicles the best east/west mobility. OHM is proposing this amendment to conduct the additional survey and design work associated with adding the temporary access between Wann Drive and Prairie Drive.

The following additional effort is included to complete this addition:

- A. Survey:**  
 OHM's survey crew will complete approximately 330' x 80' of topographical survey to encompass the connection between Wann Drive and Prairie Drive.
- B. Design:**  
 OHM will design the temporary gravel connection to allow for emergency vehicles to traverse the drive on a smooth surface as well as return the parcel to preconstruction conditions after the project is completed. The temporary drive design elements will include alignment, profile, geometry, soil erosion control, and drainage.
- C. Deliverables:**  
 With this added drive connection, additional 20 scale plan sheets will be needed including: existing conditions and removal, construction plan and profile, traffic control and signing plans, and an erosion control plan.

**Schedule**

Upon authorization to proceed OHM will conduct the additional survey and subsequent design work of this amendment. This has the potential to delay the deliverables by 3-4 weeks.



### **Compensation**

OHM will perform the additional services on a lump sum basis for the Amendment. The Client will be invoiced for services monthly on a percentage basis.

**Additional Services: \$6,500**

### **Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at [joshua.scheenstra@ohm-advisors.com](mailto:joshua.scheenstra@ohm-advisors.com) or by telephone at (615) 610-5224.

Thank you for giving us the opportunity to be of service.

**Orchard, Hiltz, & McCliment, Inc.**  
 CONSULTANT

Joshua Scheenstra, PE

Project Manager

8/28/2023

**City of Madison, Alabama**  
 CLIENT

(Signature) \_\_\_\_\_

(Name) Paul Finley

(Title) Mayor

(Date) \_\_\_\_\_

**RESOLUTION NO. 2023-268-R****A RESOLUTION AUTHORIZING AN AGREEMENT FOR USE OF  
INSANITY COMPLEX PROPERTY FOR CITY DRIVER SAFETY  
TRAINING**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Insanity Skate, Inc., which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Hold Harmless Agreement," to allow the City to enter and use the Insanity Complex parking lot of Insanity Skate, Inc., for a driver training course; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and 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 fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11<sup>th</sup> of September, 2023.

---

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

**ATTEST:**

---

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama



Insanity Skate, Inc., located at 100 Skate Park Drive, Madison, AL 35758, Madison County, State of Alabama, does hereby grant the City of Madison, Alabama, a municipal corporation (“City”), and the Loss Control Division of the Alabama Municipal Insurance Corporation the right of access and entry to the parking lot of the Insanity Complex for the purpose of conducting a proactive driver training course on said premises from October 31 to November 10, 2023.

**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.

**ATTEST:**

Lisa D. Thomas, City Clerk-Treasurer

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

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

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

---

Notary Public

**Insanity Skate, Inc.**

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

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

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

**STATE OF ALABAMA** §  
§  
**COUNTY OF** §

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

Given under my hand this the \_\_\_\_\_ day of September 2023.

Notary Public

## RESOLUTION NO. 2023-280-R

### A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN

**WHEREAS**, the City of Madison has assigned certain positions to its job classification plan and has established pay ranges for those positions; and

**WHEREAS**, the City of Madison desires to modify the classification plan to reflect current needs of the City;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Madison, Alabama, sitting in regular session on this 11<sup>th</sup> day of September, 2023, that the following changes be made to the General Class Plan, to be effective the beginning of the pay period following adoption of the Fiscal Year 2024 Budget:

**General Classification Plan:**

- |  |          |
|--|----------|
| • Assistant Director of Facilities & Grounds                       | Grade 17 |
| • Maintenance Technicians  | Grade 11 |
| • Administrative Assistant to the Director of Facilities & Grounds | Grade 8  |

**READ, APPROVED, and ADOPTED** this 11<sup>th</sup> day of September, 2023.

---

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

**ATTEST:**

---

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

**APPROVED** this 11<sup>th</sup> day of September, 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2023-301-R****A RESOLUTION AUTHORIZING AN AGREEMENT FOR ADDITIONAL  
LIABILITY INSURANCE COVERAGE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that the City is hereby authorized to apply for additional liability insurance services and that the Mayor is hereby authorized and directed to execute, on behalf of the City, any documents as may be required to continue said service.

**READ, PASSED, AND ADOPTED this** 11th day of September 2023.

---

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

**ATTEST:**

---

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2023-305-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH COMCAST FOR  
INSTALLATION OF FIBER FOR THE CITY'S 23A BUSINESS PARK  
BUILDING**

**WHEREAS**, Comcast, LLC requests that the City sign an agreement allowing Comcast, LLC access to City property while laying fiber lines to the City's 23A Business Park Building; and

**WHEREAS**, said agreement for the installation of fiber lines shall be performed at no cost to the City.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that the Mayor is hereby authorized to enter into an agreement with Comcast, LLC for allowing entry to the City's property and for the installation of fiber lines necessary for the remodeling of the 23A Business Park Building.

**READ, PASSED, AND ADOPTED** this 11<sup>th</sup> day of September 2023.

---

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

**ATTEST:**

---

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama



Comcast Cable Communications Management, LLC  
 c/o Market Development, Comcast Business  
 2605 Circle 75 Pkwy SE, Atlanta GA 30339

**RE: Access to Property**

**Property Address:** 230 Business Park Blvd  
Street Address (include applicable range, exclude suite numbers)  
 Madison, AL 35758  
City, State and Zip  
 Building #23A  
Additional Address Information (optional)

Dear Comcast:

The Owning Entity identified below, being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), at Comcast's sole cost and expense, of Comcast's cable and other equipment at the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

*Comcast will contact the Owner, or Owner's representative, before work begins.*

**Owning Entity:** City of Madison

**Contact name:** Chris White

**Contact phone number:** (256) 464-8432 *Ext.*

**Contact email address:** chris.white@madisonal.gov

**Additional Contact (optional):**

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property. The Access to Property shall bind and benefit the parties and their respective successors and assigns. This Agreement shall not be recorded.

Sincerely,

**Signature:** \_\_\_\_\_  
Owner or Duly Authorized Agent of Owner

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

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

**Full Title:** \_\_\_\_\_

**RESOLUTION NO. 2023-297-R**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Swatek, Vaughn, & Bryan, LLC, ("SV & B") for government relation and lobbying services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate Department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to SV & B, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of September 2023.

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

**ATTEST:**

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

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

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

Contract

City of Madison, AL

Governmental Relations and Lobbying

CONTRACT

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

Scope of Work

The proposed lobbying and consulting services include the following:

Governmental Relations/Lobbying/Strategic Consulting

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

Schedule and Fees

SV&B proposes a monthly retainer of five thousand dollars (\$5,000.00) for a period of twelve months beginning June 9, 2023 and ending June 8, 2024, and to include all expense through the term of this contract. Regarding expenses, any expenditure specifically made on behalf of Madison out of the ordinary course of business will be pre-approved and all expenses shall fall within the Alabama Code of Ethics.

Agreed To:

Date \_\_\_\_\_

Madison by: \_\_\_\_\_

SV&B by: \_\_\_\_\_



## ORDINANCE NO. 2023-303

### AN ORDINANCE RESTRICTING THE USE OF WIRELESS COMMUNICATION DEVICES WHILE DRIVING

**WHEREAS**, the City of Madison has a continued interest in protecting the safety and welfare of citizens; and

**WHEREAS**, the number of motor vehicle crashes caused by distracted driving are increasing; and

**WHEREAS**, existing law prohibits a person from operating a motor vehicle while using a wireless communication device to send, receive, download or view any electronic or digital content including music, video, picture, or other communication including but not limited to electronic mail, instant messaging or text messaging, but makes an exception for a person using a mobile or wireless communication device to make or receive a telephone call; and

**WHEREAS**, the City Council believes that prohibiting the use of hand-held mobile or wireless communication devices while operating a motor vehicle, with certain exceptions, would further protect the public health, safety and welfare of the public.

**BE IT ORDAINED** by the City Council of the City of Madison, Alabama, that Article IV *Operation of Vehicles*, of the Madison City Code is hereby amended as follows:

**Section 1.** Section 32-101 shall be preceded by a new division entitled “Division 1 – Restricted Use of Wireless Communication Devices While Driving.”

**Section 2.** Section 32-101 is added to the Madison City Code and reads as follows:

#### **Sec. 32-101 Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Except as may be otherwise provided in this division, all words and phrases used in this division which are defined in Ala. Code § 32-1-1.1 (1975) shall have the meanings ascribed to them in that section.

*Text-Based Communication* shall include, but is not limited to, a text message, instant message, e-mail, or Internet data communicated through a wireless telecommunications device.

*Utility Services* shall include electric, natural gas, water, wastewater, cable, telephone, or telecommunications services or the repair, location, relocation, improvement, or maintenance of utility poles, transmission structures, pipes, wires, fibers, cables, easements, rights-of-way, or associated infrastructures.

*Wireless telecommunications device* shall include a cellular, analog, wireless or digital device, computer or telephone, capable of accessing the internet or sending, receiving or downloading any electronic or digital data or other wireless communication with another person, including, but not limited to, videos, pictures, text-based communications, or phone calls. Covered devices include, but are not limited to, devices commonly known as smartphones, cell phones, electronic readers, electronic tablets, laptops, netbooks, GPS devices and other similarly equipped wireless devices. Covered devices shall

not include voice radios, mobile radios, land mobile radios, commercial mobile radios, two-way radios or their functional equivalent with the capability to transmit and receive voice transmission utilizing a "push to talk" or "press to transmit" function, subscription-based emergency communication devices, prescribed medical devices, amateur or ham radio devices, or in-vehicle security, navigation, or remote diagnostic systems.

**Section 3.** Section 32-102 is added to the Madison City Code and reads as follows:

**Sec. 32-102 – Restricted use of wireless communication devices while driving.**

No person shall operate or drive a vehicle upon any highway, public roadway or street while doing any of the following:

- (1) Using a wireless telecommunications device to write, send, read, or otherwise engage in a text-based communication;
- (2) Watching, recording, or capturing a photograph or video;
- (3) Using a handheld wireless telecommunication device to engage in a voice-based communication; and/or
- (4) Physically holding or otherwise supporting with any part of his or her body a wireless telecommunications device.

**Section 4.** Section 32-103 is added to the Madison City Code and reads as follows:

**Sec. 32-103 – Exceptions**

The following uses of a wireless telecommunications device are not subject to the restrictions of Section 32-102:

- (1) An emergency services professional, including a law enforcement officer, emergency medical services personnel, ambulance operator, firefighter, volunteer firefighter, or other similarly employed public safety-first responder, using a wireless telecommunications device during the performance of his or her official duties. Personal use of a wireless communication device shall remain subject to the provisions contained in Section 32-102.
- (2) An individual using an earpiece, a headphone device, steering wheel controls, speaker phone or any voice-activated technology, or other device worn on the person or mounted onto the dashboard, center console, windshield, or other part of the vehicle to conduct substantially hands-free voice-based wireless communications.

**Section 5.** The City hereby amends the Schedule of Fines of the Madison City Code, Appendix B(a)(1) Traffic Offenses, to add a new line for Use of Wireless Communication Device while Driving with a fine of \$25.00 for first offense, \$50.00 for second offense, and \$75.00 for third or subsequent offense.

**Section 6.** No other provisions of the City Code are amended or added by this Ordinance, unless specifically stated and referenced herein.

**Section 7.** This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

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

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

**ATTEST:**

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

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

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

**RESOLUTION NO. 2023-287-R****A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT  
WITH ALABAMA LAW ENFORCEMENT AGENCY AND ALABAMA  
GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to execute and submit a Memorandum of Agreement with the Alabama Law Enforcement Agency and the Alabama Gulf Coast High Intensity Drug Trafficking Area, in accordance with the terms and conditions of the document attached hereto and identified as "FEDERAL GRANT NO. G23GC0006A, ALEA GRANT REPT. CT. NO:" such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11<sup>th</sup> day of September 2023.

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

**ATTEST:**

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

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

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*Paul Finley, Mayor*  
City of Madison, Alabama

**RESOLUTION NO. 2023-296-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
THE CITY OF HUNTSVILLE  
FOR SCHEDULING AND DISPATCH SERVICES FOR MARS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with the City of Huntsville for bus scheduling and dispatch services for MARS (Madison Assisted Ride System), said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to the City of Huntsville 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 11<sup>th</sup> day of September 2023.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of September 2023

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

STATE OF ALABAMA  
COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is made the \_\_\_\_day of\_\_\_\_\_, 2023, between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (hereinafter "Huntsville"), and the CITY OF MADISON, ALABAMA, a municipal corporation (hereinafter "Madison").

WITNESSETH:

WHEREAS, it serves the public interest of the City of Madison, Alabama, to provide public transportation services to its handicapped and disabled citizens; and

WHEREAS, scheduling and dispatch services are necessary components of such a public transportation system; and

WHEREAS, Huntsville is capable and willing to provide to Madison such necessary scheduling and dispatch services as defined herein;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. Huntsville shall provide to Madison basic bus scheduling and dispatch services for up to four (4) vehicles operated by Madison for the transportation of Madison citizens who are deemed eligible for such service through an eligibility determination process adopted and administered by Madison. Huntsville shall have no responsibility for eligibility determination, the vehicles, or the routes selected by Madison. This scheduling and dispatch service will occur at a call center that will be made accessible to Madison residents. Call center personnel will assist with trip planning, scheduling, return trip requests, and other questions. Dispatchers will provide a central point of contact for driver questions, problems, and onboard emergencies. They will also dispatch the most appropriate vehicle to provide the transportation service requested. Daily passenger manifests, customer specific instructions, and appointment schedules will be transmitted to Madison vehicles electronically and Madison drivers will have access to driving instructions and way-finding assistance as needed as the through their schedules.

\_\_\_\_\_  
President of the City Council of the City of Huntsville, Alabama

\_\_\_\_\_  
Date

2. Huntsville will also report to Madison quarterly the numbers of trips provided by Madison vehicles as well as additional statistical information reasonably deemed necessary by Madison, including, but not limited to, information regarding miles traveled, passenger service miles, and average trip length.
3. Madison agrees to reimburse Huntsville for the yearly cost of the support and maintenance fees according to the most recent annual contract with Routematch, Resolution # 17-314, as amended. The contracted cost of annual support and maintenance for FY 2024 is nine hundred, fifty-five dollars and thirty-seven cents (\$955.37) per vehicle. Madison also agrees to pay nine hundred and twenty-five dollars (\$925.00) for any new vehicle licenses, beyond what is specifically identified under Section 1. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the annual sum of twenty-six thousand, seven hundred and eighty dollars (\$26,780.00) for FY 2024. Equal payments shall be made to Huntsville on a quarterly basis for the term beginning October 1, 2023 and ending September 30, 2024.
4. This Agreement shall terminate at 11:59 pm on September 30, 2024, unless sooner terminated for cause by either party upon the provision of thirty (30) days' notice to the other party.
5. 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 the employees or other agents of each of the parties shall not be or be deemed to be employees or agents of the other party.
6. Nothing contained herein shall make either party liable for any act or omission committed by any employee or agent of the other party. Further, neither party shall be liable for any death or injury resulting to the other party's employees or agents which occurs during the course of carrying out the terms of this Agreement. In no event shall either party be responsible to the other party for any services or compensation other than the ones defined within this contract.
7. The City of Madison is responsible for outfitting their vehicles with the necessary equipment for automated dispatching through the City of Huntsville's Routematch System to include, but not limited to, automated vehicle location and mobile data terminals. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Madison shall assure delivery of the necessary equipment to Huntsville's installation contractor. Madison shall be responsible for any damage to the equipment, other than normal wear and tear.

- 8. Neither party to this Agreement shall transfer or assign this Agreement or any of the rights or privileges granted herein.
- 9. This Agreement is subject to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

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

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

Attest:

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

STATE OF ALABAMA  
COUNTY OF MADISON

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

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

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



**CITY OF HUNTSVILLE, ALABAMA,  
a municipal Corporation**

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

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

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

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_