



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
October 09, 2023

AGENDA NO. 2023-19-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons , Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-10-WS, dated September 19, 2023

B. Minutes No. 2023-18-RG, dated September 25, 2023

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. Authorization of payment to NextSite, LLC in the amount of \$12,995.00 for annual renewal (to be paid from Planning Department budget)

- C. Authorization of payment to Wiregrass Construction in the amount of \$90,187.39 for construction of the middle school roadway extension performed on CIP Project No 20-028 Phase 2 (to be paid from 2020-A Bond account)
- D. **Resolution No. 2023-329-R:** Authorizing a service agreement with On-Line Information Services, Inc. for Legal Department research purposes (to be paid from Legal Department budget)
- E. **Resolution No. 2023-330-R:** Approving partial settlement of a property damage claim for Main Street Cafe Building (proposed \$32,253.05).
- F. Acceptance of donation from Madison Visionary Partners, Inc. in the amount of \$15,832.70 on behalf of The Rotary Club for the Home Place Park Project (to be deposited into 2015-A Bond account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution No. 2023-327-R:** Authorizing funding for a Santa for the Polar Express Christmas event (\$250 to be paid from the City Council Special Projects Fund)

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Damian Bianca to fill the Supernumerary 2 position on the Zoning Board of Adjustment and Appeals.

12. PUBLIC HEARINGS

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

- A. Public Hearing on Redistricting Plan to establish new City Council District Boundaries

13. DEPARTMENT REPORTS

PLANNING

- A. **Proposed Ordinance No. 2023-313:** Adopting new legal descriptions for the Council Districts of the City of Madison, Alabama (First Reading)
- B. **Resolution No. 2023-318-R:** Setting a public hearing on proposed Ordinance No. 2023-319; rezoning certain property owned by Philimond S. Smith, consisting of approximately one acre and located at 312

Palmer Road, from M-2 (General Industrial) to M-1 (Restricted Industrial) District (First Publication 10/18/2023, Synopsis 10/25/2023, Public Hearing 11/13/2023)

- C. **Resolution No. 2023-320-R:** Setting a public hearing on proposed Ordinance No. 2023-321; rezoning certain property owned by Fusion Reality, LLC, consisting of approximately 5.5 acres located at 13 Pension Road (north of Palmer Road and west of Pension Road), from AG (Agriculture) to R-1B (Low Density Residential) District (First Publication 10/18/2023, Synopsis 10/25/2023, Public Hearing 11/13/2023)
- D. **Resolution No. 2023-322-R:** Setting a public hearing on proposed Ordinance No. 2023-323; amending Sections 4-16-2 and 4-16-4 of the Zoning Ordinance pertaining to the allowance of medical office and childcare centers in the UC (Urban Center) District (First Publication 10/18/2023, Synopsis 10/25/2023, Public Hearing 11/13/2023)
- E. **Proposed Ordinance No. 2023-314:** Amending Chapter 8 of the City Code to include regulations and an appeal process for mural applications. (First Reading 09/25/23)
- F. **Proposed Ordinance No. 2023-315:** Amending Chapter 28 of the City Code to establish a Mural Advisory Board (First Reading 09/25/23)

PUBLIC WORKS

- A. **Proposed Ordinance No. 2023-164:** Amending the Grounds Regulations for cleaning, restoring headstones in the City of Madison Municipal Cemeteries (First Reading)
- B. **Resolution No. 2023-332-R:** Authorizing renewal of a billing agreement with Athens Utilities for garbage collection

RECREATION

- A. **Resolution No. 2023-326-R:** Authorizing the purchase of artificial turf for the Kids Kingdom Project in the amount of \$53,390 through Sourcewell Contract No. 031622-SII (to be paid from Recreation Department Donation account)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2023-10-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
September 19, 2023**

The Madison City Council met for a public work session on Tuesday, 2023, September 19th 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	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, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, City Administrator Steve Smith, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillot, ERP Support Specialist Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Human Resources Megan Zingarelli, Director of Facilities and Grounds Gerald Smith, Building Director Dustin Riddle, Director of Parks & Recreation Kory Alfred, Finance Director Roger Bellomy, Municipal Court Clerk Amanda Garlen, Deputy Court Clerk Beth Bellomy, and Director of Development Services Mary Beth Broeren

CITY OF MADISON FY2024 ANNUAL OPERATING BUDGET REVIEW:

Mayor Finley provided a slide presentation containing the following components:

- Fund Balance proposed at \$13,652,948 at 26.68%
 - Monthly payroll within this budget
- Employee Investment
 - Step Increase (7th straight year)
 - No increase to Employee Insurance Payments (7th Straight Year)
 - 3% Cola
 - 506 Employees with the addition of 10
 - 2 Police

- 1 IT (New World Support)
 - 2 Facility Management
 - 1 Mayor's Office (Economic/Community Development)
 - 1 Public Works (Assistant Director-Operations)
- Community Investment
 - \$3,303,129 for Capital Replacement Purchases
 - 34 Pieces of Equipment
 - \$650,000+ support for School SRO's and Crossing Guards
 - \$650,000 Subsidy to our Madison Library
 - \$250,000 added to Neighborhood Paving (\$1,538,750 total)
 - \$591,410 for Outside Agencies
 - 17% Increase to Madison Chamber of Commerce
 - 50% Increase to National Children's Advocacy Center
 - 33% Increase to Partnership for a Drug Free Community
 - 50% Increase to Crises Center of North Alabama
 - 22% Increase to Huntsville Madison County Chamber
- Additional Projects in FY24 Budget
 - Hexagon Building 23-A Buildout
 - Hexagon Pickleball/Softball Complex Buildout
 - County Line/Royal Drive Signal Build
 - Temporary Fire Station 4 @ Celtic Improvements
 - Hardiman/Madison Branch Blvd Roundabout Build
 - Burgreen/Hardiman Signal Build
 - Mill Road Ditch Rebuild
 - Huntsville Browns Ferry/Burgreen Roundabout Build
 - Gillespie/Wall Triana Intersection and Signal Improvement Build
 - City Hall Safety Improvements and "Space" conversions
 - Metal Detectors at both entrances of City Hall
 - Utilizing Building 23A for additional space for some Departments
 - Pumphouse Road – Drainage Improvements
 - Zoning Ordinance Update
 - Planning/Engineering/Building/Revenue Software Purchase
 - Segers and Machille Widening Design
 - Browns Ferry Culvert Build
 - Slaughter Road/Eastview & Other Turn Lane Project Engineering
 - Palmer Park Parking Improvements
 - Neighborhood Parks Improvements
 - Palmer Park Field 7 & 8 Imp
- Sources of Revenue
 - \$70 Million Revenue Budget
 - Breakdown chart & Graph of Funds 10,12,13 and 38 and Revenue Sources consisting of Taxes, Franchise Fees, Licenses & Permits, Intergovernmental, Services, Fines, Investment Earnings, Other Revenues & Financing Sources
- Expenditures by Function

Public Safety	\$ 21,081,047	Parks & Recreation	\$ 6,710,472
Engineering & Roads	\$ 23,449,677	Building & Planning	\$ 4,569,058
General Services	\$ 11,357,926	Human Resources	\$ 8,157,534
Judicial	\$ 1,944,186	Capital Acquisition	\$ 14,166,129
Toyota Field	\$ 6,000,000		

- Expenditures by Accounting Category
 - Operating Expenditures \$ 24,651,816
 - Personnel \$ 38,651,370
 - Debt \$ 683,350
 - Capital \$ 95,000
 - Library \$ 650,000

CAPITAL IMPROVEMENT/ENGINEERING PROJECT UPDATE

City Engineer Michael Johnson provided the Council with a three-year plan on Capital Improvements listing construction and design projects prioritized by usability and safety for each fiscal year. Council Members were concerned about certain projects and discussed the following with City Engineer Michael Johnson:

- Mill Road Ditch – Drainage Improvements
- Browns Ferry Culvert – Safety Improvement
- Balch/Browns Ferry Roundabout listed in FY2026 would like it moved up to FY2025 due to safety concerns

HUMAN RESOURCES – NEW FACILITIES DEPARTMENT

Director of Human Resources Megan Zingarelli presented a staffing plan for the new Facilities Department adding four new positions consisting of an Assistant Director of Facilities & Grounds, an Administrative Assistant, and two Maintenance Technicians. Director of Facilities & Grounds Gerald Smith was hired this past summer along with three Complex Maintenance Worker II, one more Complex Maintenance Worker II is in the hiring process. Council Members raised questions and discussed the following aspects of the New Department with Director of Facilities & Grounds Gerald Smith.

- Postpone filling new positions
- Cost Savings of Internal Construction Management
- Budget costs between Building Department and New Facilities & Grounds Department
- Other departments maintenance budget moved to the New Facilities & Grounds Department budget
- Council didn't expect that a New Facilities & Grounds Department would be formed within the budget
- HR Director Megan Zingarelli attempted to introduce this a couple of months ago and HR meetings were rescheduled
- 17 buildings to maintain and repair
- City growth and workload for Director alone

FUND #38

Council President Ranae Bartlett stated Council Members had questions and requested clarification regarding the Hexagon Building and lack of a Fire Station there along with funds moved from the Hexagon Building to the Community Center Reconstruction. Mayor Finley gave explanation on the following:

- Estimation of additional six million dollars to what was already there to build the fire station and not an optimal position for 23A

- Fire station doesn't meet everything Fire Chief Bailey needs for responding to the south side of the city down Zierdt Road
- Reasonable cost for electrical repairs for Fire Station 4 as temporary at the old Public Works Facility on Celtic until a final place is located for a new Fire Station 4
- Moving some departments within the Police Department to 23A
- Large training room
- Substation for Fire Marshal and Fire Inspectors
- City Emergency Management
- Other City Departments and functions
- Storage
- Continue to look for the optimal position for the fire station whether at the end of Zierdt Road or somewhere else in Town Madison

Council Members discussed these topics of concern:

- Ambulance services
- Funds taken out of Hexagon Facility that were for the Fire Station were moved to the Community Center rather than utilizing it towards a separate fund to build a new fire station
- Frustration from Council of this major investment and changes made without consultation with the short timeline to pass the budget
- Amend Fund38 with funds moved for fire safety Town Madison and have further work sessions with Fire to make plans for the new Fire Station.
- Discrepancies of expenditures on the Community Center and funding from MVP

Fire Chief Bailey approached Council to clarify questions from discussion:

- Fire Station on Celtic has a pumper truck and a squad which includes a paramedic unit totaling a 4-person engine company for ISO purposes
- Necessary because of COVID and response times from Station 1
- Needs renovation due to 24 hr. shifts of personnel to be sleeping at facility
- Conducted run response times at Celtic, and if there was one at Toyota Field area and EMS responses from Celtic putting the data results in maps of locations
- Concerned of the residential growth in Town Madison for Fire protection
- Utilize Celtic for future training facility and logistics hub for Fire & Police if renovated safer now

Council President Ranae Bartlett continued with Fund #38 for discussion regarding allocations for Toyota Field:

- \$11.5 million for additional suites on top of the \$6 million for MLB requirements
- Funds provided by BallCorps from revenues to pay for the additional building that is \$11.5 million
- Adding City debt
- Premature on information of their financials or an agreement
- Removed the \$11.5 million line item for future discussions
- Lack of Ballcorps contributions to the city
- Concerns on the investment of the \$6 million, consensus to leave in the budget

Council President Ranae Bartlett stated nothing was in the budget regarding the salary survey that is being conducted currently and if recommendations are received later for salary adjustments. Mayor Finley replied that it would probably come mid-year and with step and COLA the funds will be closer to what the number will be.

Council President Ranae Bartlett asked Council Member Wroblewski about the Animal Shelter. Council Member Wroblewski advised this would be a discussion for later but questioned the old fire station on Sullivan Street if that would be a possibility to look at. Mayor Finley stated a future decision would be made with that building along with the school building there also.

Council Member Seifert questioned the School Resource Officer costs and coverage knowing that Rainbow Elementary School is outsourcing for additional security. Mayor Finley replied when we supported the property tax increase a mil of that went for safety. Council Member Seifert also questioned Palmer Park fields 7 and 8 upgrades. Mayor Finley replied making it better with two nice fields and ability for better parking although not achieving the entire plan envisioned but making it better.

Council Member Wroblewski addressed the wayfinding project and is against it, doesn't see the benefit for the city spending funds. Development Services Mary Beth Broeren replied that this project has been low priority and sensed at mid-year budget there wasn't a consensus for support and would like council to consider funding for signage for the downtown area. Other Council Members voiced support for downtown signage that helps generate revenue for the city. Council Member Wroblewski would prefer the funds to go to more needed projects. Director of Development Services advised she will provide information to Mayor Finley if the council decides to fund portions of it.

Council Member Denzine requested the source be added regarding the transfer of funds under the General Capital Improvement in fund #38. Council Member Denzine also received clarification about the contributions and donations under Capital Replacement in fund #12. She appreciated and gave thanks for putting in the budget the (8) Ford Explorers for the Police Department that are necessary.

Mayor Finley requested the council's understanding of the events occurring in historic downtown in December. Recommendations for the Christmas parade December 9th at 5:30pm to begin at the plaza and end at the skate park for safety concerns and parking.

Council Member Spears requested to do a brief overview of changes to the budget:

- Minus \$1.5 million for the Community Center
- Plus \$1.5 million for the new fire station fund
- Minus \$11.5 million out of other revenues
- Minus \$11.5 million out of Toyota Field suites
- Mayor Finley to provide information for where funds will come from for the Community Center, Facilities and Maintenance Department and Wayfinding

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 6:15 p.m.

Minutes No. 2023-10-WS, dated September 19, 2023, read, approved, and adopted this 9th day of October 2023.

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

Lisa Ritz
Recording Secretary



**MINUTES NO. 2023-18-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 25, 2023**

The Madison City Council met in regular session on Monday, September 25, 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	Absent
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Finance Director Roger Bellomy, Director of Public Works Kent Smith, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Jeff Birdwell, Joseph Santor, Cesar Castillo, Jean Ann Benefield, Margi Daly, Stephen Monks, Jeanne Monks, Jennifer Coe, Walt Anderson, Cody Edger, Ron Wroblewski, Bernadette Mayer, Rosalie Holcombe, Sheila Peoples, Jocelyn Broer, Cindy Sensenberger

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore had the following updates and/or changes listed below:

Resolution No. 2023-308-R: City Attorney Brian Kilgore asked to remove due to canine Bruno working one more month. This item will then be brought back before Council.

Council Member Seifert added to Board and Committees an addition of an appointment to the Recreation Advisory Board. With no more amendments to the agenda, Council President Bartlett approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2023-17-RG DATED SEPTEMBER 11, 2023

Council Member Wroblewski moved to approve Minutes No. 2023-17-RG. 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 Ranae Bartlett	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATIONS AND AWARDS

None

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council was 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.*

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Objection of time limit on public comments
- Request that all Council Members speak into microphone.
- City communication issues
- City budget concerns

STEPHEN MONKS (DISTRICT 5)

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

- Commended the Council
- Drainage issue concerns from neighbor's pool

- Airbnb concern in neighborhood

WALT ANDERSON

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

- Christmas Parade location request in downtown Madison.

ANGELA GARY

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

- Council confidentiality concerns
- Just FOIA request complaint

BRANDY BOOTH

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

- Expressed thanks to Council for successful downtown events.
- Downtown Madison "the heart of the city"
- Christmas parade location request

JENNIFER COE (DISTRICT 5) ASHLEY ESTATES

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

- Toyota locker expansion objection
- Street lighting concerns
- Reflectors on pavement for public safety
- Infrastructure for Toyota field
- Building codes

MARGI DALY (DISTRICT 6)

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

- Fire Safety
- Stadium upgrade objections
- Budget concerns
- Hexagon concerns

JEFF JOHNSON

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

- Timeline for repaving and construction project on Wall Triana

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,739,230.73
ADEM Storm Drainage	\$760.00
1/2 Cent Capital Replacement	\$133,361.88
Gasoline Tax & Petroleum Inspection fees	\$8,371.68
Street Repair and Maintenance	\$4,535.70
CIP Bond Accounts	\$309,338.27
Library Building Fund	\$570.36
Venue Maintenance	\$4,749.00
Fire CPR	\$1,148.80

Regular and periodic bills to be paid:

Resolution No. 2023-307-R:

Declaring certain property formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property.

Resolution No. 2023-325-R:

Acceptance of settlement from Alabama Municipal Insurance Corporation, Claim No. 060114HM, for hail damage to a Police vehicle, on June 24, 2023 (\$7,985.26 to be deposited into General Operating account)

Authorization of payment to Enfinger Development, Inc. in the amount of \$56,352.06 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)

Authorizing Engineering Department to solicit requests for quotes for construction of ADA ramps in Homeplace Subdivision (to be paid from Engineering Department budget)

Authorize the Engineering Department to solicit quotes for tree clearing on Project No. 20-008 | Browns Ferry Culvert Replacement (to be paid from Engineering Department budget)

Authorization to solicit bids for the construction of Project No. 22-040 (Gillespie Rd. & Wall Triana Hwy Traffic Signal)

Approval of Purchase Order for Terrell Technical Services, Inc., for a limited asbestos containing building materials survey for the Farley-Wann House in the amount of \$1,750.00 (to be paid from Wann House Reconstruction)

Approval to accept Senior Center donation from L. Tucker for \$30.00

Authorization to solicit bids for softball field fencing at Hexagon Complex

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Christmas Parade location update
- Repaving and construction update

Mayor Finley acknowledged the idea that the community enjoyed the Christmas Parade in the past in downtown Madison, but expressed due to safety concerns the Christmas Parade will take place on Hughes Road.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

RESOLUTION NO. 2023-280-R - APPROVING A STAFFING PLAN FOR THE FACILITIES & GROUNDS DEPARTMENT

Council Member Wroblewski moved to approve Resolution No. 2023-280-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 Ranae Bartlett	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Absent
Council Member Karen Denzine	Nay

Council Member John Seifert

Aye

Motion carried.

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

- Congratulated Judy Ryles on her upcoming retirement and many years of service.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

RESOLUTION NO. 2023-235-R- CITY OF MADISON FY 2024 ANNUAL OPERATING BUDGET

Council Member Spears shared that after the last work session she met with Mayor Finley and went through line by line the new proposed budget. She stated that the 1.5 million dollars that was proposed for the suites at Toyota Field has been taken out of that budget. Council Member Spears also shared that 1.5 million dollars has been put back into fire and safety as well as the community center.

Mayor Finley and Council members further discussed budget items which concluded Mayor Finley pinpointing the following.

- Recommending a step increase for all employees (seventh straight year)
- No increase to employee insurance payments
- COLA increase
- Toyota Field renovations

Director of Development Mary Beth Broeren appeared before the Council and shared information pertaining to population growth and updated information on the comprehensive study.

- Timeframe of consulting firm and reason for delay
- Drafting of chapters phases
- Future build- out population
- Implementation actions

Council Member Wroblewski moved to approve Resolution No. 2023-235-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 Ranae Bartlett	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Absent
Council Member Karen Denzine	Nay
Council Member John Seifert	Aye

Motion carried.

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

- Congratulated Judy Ryles for her hard work and dedication.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Thanked Director of Finance Roger Bellomy and Mayor's office for getting budget to finance
- Thanked Chief Gandy and Chief Bailey for their service in the community.
- Thanked Parks and Rec
- Thanked Director of Development Services Mary Beth Broeren
- Opposition of Christmas Parade not being Downtown

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION NO. 2023-317-R: AUTHORIZING ARCHIVING AND STREAMING OF SEPTEMBER 19TH WORK SESSION

Council Member Wroblewski moved to approve Resolution No. 2023-317-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

- Reminded the public of the Madison Police Citizens Advisory Committee (MPCAC) meeting will be held at the Madison Library tomorrow night, topic is "Meet the Leaders."
- Madison Street Festival starts at 9 a.m. on October 7th.
- Thanked community businesses that are contributing to the Madison Street Festival

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business to report.

BOARD/COMMITTEE APPOINTMENTS

ADDITION TO THE RECREATION ADVISORY BOARD APPOINTMENTS:

Council Member Seifert nominated John Campbell for a new appointment. There being no further nominations, Mr. Campbell was appointed by acclamation.

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2023-243: ZONING CERTAIN PROPERTY OWNED BY BRIAN AND KELLY HAYES LOCATED AT 29396 TRIBBLE ROAD TO R-1A (LOW DENSITY RESIDENTIAL DISTRICT) (FIRST READING 08/14/2023)

Director of Development Mary Beth Broeren presented a visual of the property proposing annexation. She informed the Council that the property is approximately 1 to 1.07 acres and meets the growth policy. Director of Development Mary Beth Broeren stated that there were no comments against the item when it went before the Planning Commission.

Council President Bartlett opened the floor for public comments regarding this request. Ms. Mayer appeared before the Council and addressed her concerns with the rezoning. There being no further comments from the public, Council President Bartlett closed the floor and entertained a motion from Council.

Council Member Wroblewski moved to approve Proposed Ordinance No. 2023-243. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2023-259-R: ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 180 DUSTY TRAIL - ASSESSMENT FEE OF \$669.70 (CONTINUED FROM 08/28/2023)

Council President Bartlett informed Council that itemized reports have been presented showing the cost of removing weed instances from the property. Council President Bartlett stated that a report has previously been sent to the owner of the lot.

Council President Bartlett opened the floor for public comments regarding this request. Ms. Daly appeared before the Council in opposition to this weed lien. There being no further comments from the public, Council President Bartlett closed the floor and entertained a motion from Council.

City Attorney Brian Kilgore clarified with Council that ample time has been given as well as following the proper statutory process to allow property owner ample time to redeem.

Council Member Seifert moved to approve Resolution No. 2023-259-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-289-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 8135 OLD MADISON PIKE - ASSESSMENT FEE OF \$545.25

Council President Bartlett informed Council that itemized reports have been presented showing the cost of removing weed instances from the property. Council President Bartlett stated that a report has previously been sent to the owner of the lot. Council President Bartlett opened the floor for public comments regarding this request.

Ms. Angela Gary and Ms. Margi Daly appeared before the Council in opposition to this weed lien. There being no further comments from the public, Council President Bartlett closed the floor and entertained a motion from Council.

Council Member Powell moved to approve Resolution No. 2023-289-R. Council Member Seifert seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-309-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM BJ'S WHOLESALE CLUB INC. DOING BUSINESS AS BJ'S WHOLESALE CLUB STORE # 236, FOR THEIR LOCATION AT 165 GRAPHICS DRIVE, MADISON, ALABAMA 35758

Deputy Revenue Officer Ivon Williams informed Council that this was a new request for the location and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. Ms. Margi Daly appeared before the Council and shared her concerns about this resolution. There being no further comments from the public, Council President Bartlett closed the floor and entertained a motion from Council.

Council Member Wroblewski moved to approve Resolution No. 2023-309-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-310-R: REQUEST BY BJ'S WHOLESALE CLUB INC. DOING BUSINESS AS BJ'S WHOLESALE CLUB STORE #236, FOR A LOUNGE RETAIL LIQUOR-CLASS II (PACKAGE) LICENSE AT THEIR LOCATION AT 165 GRAPHICS DRIVE SUITE A, MADISON, ALABAMA 35758

Deputy Revenue Officer Ivon Williams informed the Council that this was a new request for this location and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. Ms. Margi Daly appeared before Council and shared her concerns. There being no further comments from the public, Council Bartlett closed the floor and entertained a motion from Council.

Council Member Wroblewski moved to approve Resolution No. 2023-310-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

LEGAL**RESOLUTION NO. 2023-249-R: AUTHORIZING AN AGREEMENT WITH MADISON UTILITIES FOR THE PLACEMENT OF METER READERS ON CITY UTILITY POLES**

Council Member Powell moved to approve Resolution No. 2023-249-R. Council Member Spears seconded. Council Member Denzine asked for clarification on the meter for the poles. Council Member Spears stated that it's a meter reader, a radio receptor on the pole that reads the meters within so many feet in an area. City Attorney Brian Kilgore specified to the Council that the city has approval over where the meter reader is placed and how it is placed. Council Member Denzine asked about the cost and City Attorney Brian Kilgore shared that it's \$25.00 per permit for each of the meters. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING**PROPOSED ORDINANCE NO. 2023-241: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY BRIAN AND KELLEY HAYES LOCATED AT 29396 TRIBBLE ROAD (FIRST READING 08/14/2023)**

Council Member Spears moved to approve Proposed Ordinance No. 2023-241. Council Member Powell seconded. Council Member Seifert asked if this proposed ordinance fit into the growth plan. Director of Development Mary Beth Broeren stated that it does. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-311-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR TOYOTA FIELD IN THE AMOUNT OF \$193,000 (TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND CHECKING)

Council Member Powell moved to approve Resolution No. 2023-311-R. Council Member Spears seconded. Council Member Seifert asked Director of Development Services

Mary Beth Broeren what the benefit of building above and beyond what Major League Baseball required. Council Member Seifert wanted an idea on the cost return of the investment. He verified with the Council that the return on the investment would be identified before a vote was placed.

Mayor Finley reassured Council Seifert that was correct. Council Member Denzine expressed a few concerns. She shared that she believed the role of the City Government was for basic services of the citizens such as safety. Council Member Denzine pointed out her concern with the stadium and the citizens opposed paying for the stadium itself. Council Member Denzine asked for clarification on willing investors to help with the renovation bill. Council Member Seifert stated that the cost analysis still must be done for a potential cost benefit.

Council Member Seifert stressed to the Council that the discussion cannot move forward until the drawings are completed. Director of Services Mary Beth Broeren shared that the new visitor clubhouse is supposed to be open and operational for the start of the 2025 season. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-314: AMENDING CHAPTER 8 OF THE CITY CODE TO INCLUDE REGULATIONS AND AN APPEAL PROCESS FOR MURAL APPLICATIONS.

This was a first reading.

PROPOSED ORDINANCE NO. 2023-315: AMENDING CHAPTER 28 OF THE CITY CODE TO ESTABLISH A MURAL ADVISORY BOARD

This was a first reading.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Absent

Council Member Ranae Bartlett
Council Member Karen Denzine
Council Member John Seifert

Aye
Aye
Aye

Motion carried.

The meeting was adjourned at 7:54 p.m.

Minutes No. 2023-18-RG, dated September 25th, 2023, read, approved, and adopted this 9th day of October 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

LICENSE ORDER
BETWEEN NEXTSITE, LLC, AN AUTHORIZED RESELLER OF ALPHAMAP ("AlphaMap")
AND City of Madison AL ("Company")

This License Order (or "Order") is governed by and incorporates by reference the terms of the Privacy Policy, Terms of Service and Master Subscription Agreement ("Agreements") available for review on www.alphamap.com as well as the Additional Notes that follow this Order.

1. AlphaMap Services/Licensed Materials:

- Business Plan Subscription for up to two users

2. Term: The term of the license granted hereunder will commence upon the Effective Date specified below and continue until the Expiration Date specified.

A. Effective Date of License: Upon execution of this License Order

B. Expiration Date of License: 12 months from the Effective Date of License
 (After the initial term, License will auto-renew for additional 12-month terms until a cancellation request is made by the Company. Any changes to the agreed upon Term and Charges below must be approved in writing in advance of a renewal.)

3. Charges:

Total for Initial Term: \$12,995.00

4. Invoicing and Payment: AlphaMap will invoice the Charges to Company as follows:

<u>Invoice Date</u>	<u>Amount</u>
Upon the Effective Date of License:	<u>\$12,995.00</u>
Invoices are due and payable within Fifteen (15) days from the invoice date.	

5. Validity: Company must sign this Order by October 10, 2023. Thereafter, the Terms and Charges specified herein may be subject to change.

Agreed and accepted by each party's duly authorized representative:

NextSite, LLC
 880 Montclair Road, Suite 625
 Birmingham, AL 35213

Company: **City of Madison AL**
 Address: 100 Hughes Road
 Madison, AL 35758
 Attn: Mary Beth Broeren

 Signature

 Signature

 Printed Name

 Printed Name

 Title

 Title

 Date

 Date

NextSite LLC will provide training & support.
 Login Credentials will provided for 2 users.

Client may not share login credentials with third party relationships. Client also agrees the output(s) from the AlphaMap software are for clients use and the support of its initiatives. Content may not be resold to third parties.

As part of this agreement, NextSite agrees to provide the City of Madison the Trade Area deliverables below for each year the City procures an AlphaMap license from NextSite:

Demographics
Consumer Expenditures
Supply/Demand/Gap Analysis
Segmentation Data



RECEIVED

AUG 30 2023

CITY OF MADISON
ENGINEERING DEPARTMENT2908 Scottsboro Highway
Guntersville, AL 35976
P: 256.582.4385
F: 256.582.4401

August 29, 2023

Mr. Alex Rogers
Morell Engineering, Inc.
711 Hobbs Street East
Athens, AL 35611Re: Project No. 2021-008-ITB
Middle School Roadway Extension
City of Madson, Madison County, Alabama

Dear Mr. Rogers,

We are in receipt of the Final Quantities on the above referenced project, along with your final quantities dated August 3, 2023, and we do agree with these quantities.

Sincerely,

A handwritten signature in blue ink that reads 'Nick Magness'.

Nick Magness
Project Manager

A handwritten signature in purple ink that reads 'E. Michelle Dunson' followed by the date '9/27/23'.

Morell Engineering, Inc.
Contractor Payment Summary Report

Estimate No: 18 Final
Project No: 21-0396
Client: City of Madison
Contractor: Wiregrass Construction Company, Inc.
Description: Access Improvements for New Journey Middle School

Contract Complete:
Target Completion:
Percent Time Used:
Percent Complete:

Calendar Days:
Days Charged:
County:

July 1, 2023
100%
94%

Item	Description	Bid Qty	Unit	Unit Price	This Month (June & July 2023)	To Date	Percent Complete
Code	Category	Qty			Amount	Qty	Amount
1	Garner St. Phase 2						
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	0	100%
2	ALDOT SILT FENCE	5300	LF	\$3.87	0	3139	\$91,895.60
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	0	\$12,147.93
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	0	0	\$0.00
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	48.4	\$2,661.52
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	0	\$0.00
7	TREE REMOVAL OVER 6"	5000	EA	\$527.24	0	5300	\$2,915.00
8	CONCRETE SIDEWALK REMOVAL	60	SY	\$1.28	0	20	\$10,544.80
9	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$19.80	0	5000	\$6,400.00
10	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.78	0	51	\$1,009.80
11	STORM PIPE REMOVAL	300	LF	\$19.97	0	689	\$3,982.42
12	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	0	2048.6	\$10,386.40
13	CONCRETE ROAD HEADER REMOVAL	2	EA	\$240.23	0	20	\$399.40
14	ADJUST SSMH TO NEW GRADE	70	LF	\$9.32	0	2	\$480.46
15	RELOCATE STREET LIGHT	5	EA	\$865.76	0	2	\$480.46
16	STRIP AND STOCKPILE TOPSOIL	5	EA	\$552.91	0	41	\$382.12
17	UNCLASSIFIED EXCAVATION	1	EA	\$8,293.66	0	1	\$865.76
18	BORROW FILL	6000	CY	\$7.76	0	0	\$0.00
19	SPREAD TOPSOIL	10000	CY	\$10.78	0	1	\$8,293.66
20		1000	CY	\$18.48	0	1448.42	\$11,239.74
21		14000	SY	\$1.64	0	10000	\$107,800.00
22		3500	SY	\$5.53	681.7	0	\$0.00
23		10500	SY	\$1.00	0	3500	\$22,960.00
24		1250	SF	\$23.82	0	10500	\$19,355.00
25		2410	LF	\$67.89	0	10500	\$10,500.00
26		7	EA	\$876.74	0	1236.57	\$29,455.10
27		2	EA	\$882.50	0	2102	\$142,704.78
28		6	EA	\$1,733.59	0	7	\$6,137.18
29		6	EA	\$2,478.69	0	0	\$0.00
30		80	LF	\$118.68	0	3	\$5,200.77
31		4	EA	\$7,268.84	0	5	\$12,393.45
32		2	EA	\$1,544.51	0	0	\$0.00
33		4	EA	\$4,557.19	0	4	\$29,075.36
34		2	EA	\$1,935.19	0	2	\$3,089.02
35		408	LF	\$71.45	0	4	\$18,228.76
36		4	EA	\$1,357.76	0	2	\$3,870.38
37		48	LF	\$345.77	0	408	\$29,151.60
38		2	EA	\$6,315.91	0	4	\$5,431.04
39		6	EA	\$2,140.41	0	48	\$16,596.96
40		2	EA	\$1,830.00	0	2	\$12,631.82
41		6	EA	\$2,140.41	0	6	\$12,842.46
42		2	EA	\$1,830.00	0	5	\$10,702.05
43		2	EA	\$5,760.73	0	2	\$3,660.00
							\$11,521.46

Morell Engineering, Inc.
Contractor Payment Summary Report

44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUCTURE TO YARD INLET	2	EA	\$4,854.78	0	\$0.00	2	\$9,709.56	100%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	2	\$2,846.12	100%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	0	\$0.00	1156	\$21,732.80	96%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	600	\$5,148.00	100%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	0	\$0.00	130.56	\$1,039.26	82%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	0	\$0.00	4	\$517.04	200%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	0	\$0.00	2	\$517.02	100%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	0	\$0.00	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	1352	\$8,828.56	90%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	52.05	\$5,569.35	26%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	0	\$0.00	2628.28	\$178,723.04	75%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	0	\$0.00	2089.07	\$200,550.72	80%
60	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	1850	\$194,342.50	100%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	0	\$0.00	160	\$17,398.40	100%
63	SOLID WHITE TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	8605	\$7,142.15	78%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	0	\$0.00	49	\$54.39	33%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	10938	\$9,078.54	99%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	0	\$0.00	625.36	\$3,458.24	74%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	217	\$1,200.01	222	\$1,227.66	89%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	100	\$553.00	100%
71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	0	\$0.00	8	\$3,096.32	100%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	0	\$0.00	2	\$774.08	100%
73	STREET NAME SIGN	12	EA	\$193.52	0	\$0.00	12	\$2,322.24	100%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	0	\$0.00	4	\$331.76	100%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	0	\$0.00	3	\$364.92	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	0	\$0.00	6	\$1,824.60	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	0	\$0.00	1	\$36,758.24	100%
Totals for Category				\$1,989,777.74	Estimate Total:	\$4,969.81	To Date Total:	\$1,715,117.04	
Item Code	Description	Bid Qty	Unit	Unit Price	This Month (June & July 2023)	Amount	To Date	Amount	Percent Complete
Category: 2	Change Order One								
79	UNDERCUT	6700	CY	\$23.00	0	\$0.00	6475	\$148,925.00	97%
80	SURGE STONE	10500	TON	\$33.50	0	\$0.00	10500	\$351,750.00	100%
81	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	21000	\$38,850.00	100%
82	GI-19 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
83	GI-20 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
84	GI-22 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
85	GI-23 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
86	GI-25 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
87	GI @ 35+00	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
88	GI @ 31+75	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
89	MODIFY S-INLET	1	EA	\$4,854.78	0	\$0.00	1	\$4,854.78	100%
90	18" RCP	128	LF	\$71.45	0	\$0.00	94	\$6,716.30	73%

Morell Engineering, Inc.
Contractor Payment Summary Report

91	18" RCP FES	2	EA	\$1,357.76	0	\$0.00	2	\$2,715.52	100%
92	ROCK PIPE OUTLET PROTECTION	10	TON	\$54.99	0	\$0.00	0	\$0.00	0%
93	8" DI PIPE	200	LF	\$67.89	0	\$0.00	60	\$4,073.40	30%
94	8" DI 45 DEG FITTING	2	EA	\$876.74	0	\$0.00	2	\$1,753.48	100%
95	8" DI TEE	1	EA	\$1,733.59	0	\$0.00	0	\$0.00	0%
96	8" GATE VALVE	2	EA	\$2,478.69	0	\$0.00	1	\$2,478.69	50%
97	CONNECT TO EXISTING MAIN	1	EA	\$4,557.19	0	\$0.00	1	\$4,557.19	100%
98	6"x8" REDUCER	1	EA	\$1,250.00	0	\$0.00	2	\$2,500.00	200%
99	16"x8" CASING SPACERS	4	EA	\$187.50	0	\$0.00	4	\$750.00	100%
Totals for Category				\$601,685.85	Estimate Total:	\$0.00	To Date Total:	\$581,064.77	

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (June & July 2023)	To Date	Percent Complete
Category: 3	Contingency				Qty	Amount	
7c	TREE REMOVAL OVER 6" OVERRUN	1	EA	\$50,000.00			314%
38c	45X73 ARCP	20	EA	\$527.24	0	\$0.00	225%
81c	FILTER FABRIC	48	EA	\$345.77	0	\$0.00	17%
27c	8" DI 45 DEG FITTING	21000	SY	\$1.85	0	\$0.00	3%
100	CONCRETE VALLEY GUTTER	7	EA	\$876.74	0	\$0.00	29%
18c	RELOCATE STREET LIGHT (CREDIT)	40	LF	\$45.00	0	\$0.00	93%
6c	DITCH INVERT NETTING, ALDOT C4	1	EA	\$8,293.66	0	\$0.00	-6%
24c	HYDROSEED	5300	SF	\$0.55	0	\$0.00	11%
49c	5 FT WIDE CONCRETE SIDEWALK	10500	SY	\$1.00	0	\$0.00	105%
60c	WOOD GUARDRAIL	600	SF	\$8.58	0	\$0.00	60%
80c	SURGE STONE	1850	LF	\$105.05	0	\$0.00	1%
20c	UNCLASSIFIED EXCAVATION	10500	TON	\$33.50	0	\$0.00	1%
101	CONCRETE BARRIER WALL	10000	CY	\$10.78	0	\$0.00	1%
22c	SPREAD TOPSOIL	1	LS	\$67,870.00	0	\$0.00	100%
70c	YELLOW TYPE 2D RPM	14000	SY	\$1.64	0	\$0.00	74%
102	CONCRETE FLUME WITH RIP RAP	100	EA	\$5.53	0	\$0.00	35%
103	SWALE AND BERM	1	LS	\$12,300.00	1	\$12,300.00	100%
23c	SOD	1	LS	\$6,500.00	1	\$6,500.00	100%
Totals for Category		3500	SY	\$5.53	118.3	\$654.20	3%
Total Bid:				\$50,000.00	Estimate Total:	\$19,454.20	To Date Total: \$156,941.63

Category	Description	Category Total	To Date Total
1	Garner St. Phase 2		
2	Change Order One	\$4,969.81	\$1,715,117.04
3	Contingency	\$0.00	\$581,064.77
Retention	5% Retention	\$19,454.20	\$156,941.63
	100% Complete-->	-\$65,763.38	\$0.00
Grand Total for Estimate: 18 Final		\$90,187.39	\$2,453,123.44

Total: \$2,453,123.44
Less Previous Payments: \$2,362,936.05
Retention: \$0.00
Amount Payable: \$90,187.39 ✓

AFFIDAVIT OF PUBLICATION

**STATE OF ALABAMA
AND COUNTY OF MADISON**

**WIREGRASS CONSTRUCTION COMPANIES -
MCR
6200 Stringfield Rd NW
Huntsville, AL 35806-1459**

Madison County Record

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney

CA Filleram

Affiant

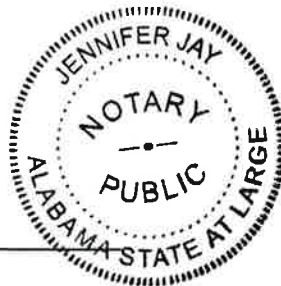
PUBLISHED ON: 08/16/23, 08/23/23, 08/30/23, 09/06/23

TOTAL COST: \$ 233.25

AD SPACE: 30 LINES

FILED ON: 08/16/2023

Sworn to or affirmed before me on: 9/6/2023



[Signature]
Notary Public, State at Large, My Commission
expires:

MY COMMISSION EXPIRES 11/22/26

Ad ID 557379

NOTICE OF COMPLETION LEGAL NOTICE

Wiregrass Construction Company, Inc., hereby gives notice of completion of contract with the City of Madison, Alabama for construction of Project No. 20-028 City of Madison, Miscellaneous Road Projects to Support New Middle School Phase Two, Extension of Shorter, Garner, Spenryn, Life Way, and Cain Streets / 2021-008-ITB Middle School Roadway Extensions

This notice will appear for four consecutive weeks beginning on 08/16/2023 and ending on 09/06/2023.

All claims should be filed at 2908 Scottsboro Highway, Guntersville, AL 35976 during this period

Wiregrass Construction Company, Inc.
ADID 557379

RECEIVED

SEP 27 2023

CITY OF MADISON
ENGINEERING DEPARTMENT

RESOLUTION NO. 2023-329-R

**AUTHORIZING A SERVICE AGREEMENT WITH ON-LINE
INFORMATION SERVICES, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Service Agreement with ***ON-LINE INFORMATION SERVICES, INC.*** for the computing services, software and database information from Alacourt.com. Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Alacourt.com Service Agreement SA-05.001," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service 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.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of October 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 October 2023

Paul Finley, Mayor
City of Madison, Alabama

Execute and Mail this Agreement to:

Alacourt.com
 Post Office Box 8147
 Mobile, Alabama 36689-0147

On-Line Information Services, Inc. – Alacourt.com Service Agreement SA-05.001
 Telephone: 251.344.3333 (Mobile) 877.799.9898 (Toll-Free)
 Email: Info@alacourt.com Website: http://www.alacourt.com

Customer Name : **Madison Legal Department**
 Contact : **Brian Kilgore**
 Address : **100 Hughes Road**
 City: **Madison** State: **AL** Zip: **35758**
 Telephone: **256-772-5681** Fax:
 Email: **brian.kilgore@madisonal.gov**
 AOC Setup fee: **\$150**
 User Type: **2-5 User - \$104.00 (per month)**
 Reason: **We are increasing from single user to 2-5 user tier**

TERMS AND CONDITIONS

ON-LINE INFORMATION SERVICES, INC., as limited agent for the State of Alabama (ON-LINE) agrees to furnish certain online information database services herein specified and Customer agrees to make payments as provided for herein and abide by the terms and conditions of this Agreement.

1. The term of this agreement shall be for a period of one year and shall be renewed for successive one year periods without further action by the parties, but may be terminated at the end of any one year period by either of the parties hereto by not less than sixty days written notice sent via certified mail to the other party.
2. The On-Line service (service) consists of computing services, software and databases provided by On-Line. These terms and any operating rules published over the Service constitute the entire agreement between On-Line and Customer with regard to the Service and supersede all prior arrangements.
3. Upon notice published over the Service, On-Line may modify this Agreement, the operating rules or prices. On-Line may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.
4. Customer's right to use the Service is not transferable and is subject to any limits established by On-Line.
5. Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Service.
6. Customer shall pay, in accordance with the Billing Options selected above, any registration, validation or installation fees, any hourly usage, minimum, communication, storage, and other charges at the rate in effect for the billing period in which those charges are incurred, including, but not limited to any purchases made through the Service, any premium and special transaction charges and for any surcharges incurred while using any supplemental networks or services other than the Service. Customer shall pay all applicable sales and use taxes relating to Customer's use of the Service. Customer shall be responsible for all use of the Service accessed through Customer's password. Customer further acknowledges that passwords are issued for a single Customer location and sharing of passwords by multiple users shall result in the immediate termination of service.

7. If the payment method for your On-Line account is by credit card or ACH and payment is not received by On-Line from the bank, card issuer or its agents, you agree to pay all amounts due upon demand by On-Line. Each time you use On-Line Services, or allow or cause On-Line Services to be used, you agree and reaffirm that On-Line is authorized to charge your designated account or card. Your bank or card issuer's agreement governs your use of your designated card or account in connection with On-Line, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as an accountholder or cardholder. You agree that On-Line may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that On-Line may delay obtaining authorization from your bank or card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your bank or card issuer. You agree that On-Line may submit charges for your usage fees and monthly service fee (if applicable) each month, without further authorization from you, until you provide prior notice (in accordance with On-Line's verification procedures, as may be established by On-Line from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card or bank account. Such notice will not affect charges submitted before On-Line reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact On-Line's Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by On-Line in accordance with this Agreement. On-Line reserves the right to suspend or terminate your On-Line account without notice upon rejection of any card charges or if your bank or card issuer (or its agent or affiliate) seeks return of payments previously made to On-Line when On-Line believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to On-Line.

8. On-Line's bill for services will be rendered on the 1st day of each month. RealTime Access Service will be billed in advance. Tracking & Monitoring services and per search charges will be billed for services rendered in the month preceding. Customer agrees to pay a late fee of \$5.00 on any account upon which there is a prior balance due as of the billing date. Additionally, customer agrees to pay a late charge of one and one-half percent per month (eighteen percent per annum) on all unpaid balances outstanding more than thirty days from initial billing date. In the event Customer fails to make timely payments or otherwise breaches this Agreement, Customer agrees to pay to On-Line, the actual costs of collection, including a reasonable attorneys fee. **TERMS ARE NET 10 DAYS.**

9. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE AND THE MATERIAL THEREIN AND STORAGE OF INFORMATION WHICH APPEARS IN THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER ON-LINE NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ON-LINE OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEITHER ON-LINE, NOR ANYONE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY. THE PROVISIONS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. LICENSORS INCLUDES THE ADMINISTRATIVE OFFICE OF COURTS, THE ADMINISTRATIVE DIRECTOR OF COURTS, AND ALL UJS PERSONNEL.

10. CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT ALL PUBLIC INFORMATION DATABASES FURNISHED BY ON-LINE REPRESENT DUPLICATIONS OF OFFICIAL RECORDS AND ARE MAINTAINED AND MADE AVAILABLE FOR CONVENIENCE PURPOSES ONLY. THE OFFICIAL PUBLIC RECORDS EXIST ONLY IN THE OFFICES OF APPROPRIATE PUBLIC OFFICIALS. ON-LINE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE PUBLIC INFORMATION CONTAINED WITHIN ITS DATABASES. ANY LEGAL OR BINDING ACTIONS SHOULD BE BASED SOLELY UPON APPROPRIATE CHECKS OF OFFICIAL PUBLIC RECORDS.

11. CUSTOMER AGREES TO INDEMNIFY ON-LINE AND HOLD IT HARMLESS FROM CLAIMS OF ANY NATURE BY ANY PARTY WHICH ARISE AS A RESULT OF CUSTOMER'S USE OF SERVICE.

12. Except as expressly permitted in the operating rules, Customer may not commercially exploit or reproduce, redistribute, retransmit, publish, or otherwise transfer any information which Customer receives through the Service or supplemental to the Service. Customer agrees to comply with all Federal, State and local laws, rules and regulations, including, but not limited to, the Fair Credit Reporting Act. It is expressly a violation of this agreement to use the service to conduct successive case retrieval in an effort to build a database of cases duplicating all or part of the records maintained by the State of Alabama Court System.

13. This Agreement is, and shall be governed by and in accordance with the laws of the State of Alabama. Any cause of action of Customer with respect to the Service must be instituted within one year after the claim or cause of action has arisen or is barred. Any dispute arising out of or in connection with this agreement shall be resolved by arbitration under the auspices and rules of the American Arbitration Association. Any failure of On-Line Information Services, Inc. to assert any rights it may have under this Agreement does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.

Date:	Date: October , 2023
ON-LINE INFORMATION SERVICES, INC	CUSTOMER Paul Finley, Mayor
By:	By:

Generated On:

9/27/2023 11:00:12 AM

ATTEST:

 Lisa D. Thomas, CMC
 City Clerk-Treasurer

RESOLUTION NO. 2023-330-R

**APPROVING PARTIAL SETTLEMENT OF A PROPERTY DAMAGE CLAIM
FOR THE MAIN STREET CAFÉ' BUILDING**

WHEREAS, on June 29, 2023, a fire caused damage to the Main Street Café Building ("the Property") requiring immediate emergency electrical and roof repair to protect and secure the Property pending selection of a contractor to complete non-emergency repairs; and

WHEREAS, the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation ("AMIC"), has collected all invoices for these emergency electrical and roof repairs performed on the Property; and

WHEREAS, AMIC has approved payment of \$33,253.05 in invoices for the emergency repairs and proposes a partial settlement of the Property damage in the amount of \$32,253.05 (i.e., minus the City's \$1,000 deductible); and

WHEREAS, on September 27, 2023, the City opened bids from contractors for the remaining non-emergency repairs of the Property; and

WHEREAS, AMIC agrees that a final settlement of the remaining Property damage will be proposed upon completion of the repairs by the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the City accepts partial payment for all emergency electrical and roof repair in the amount of \$32,253.05. 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 9th day of October 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2023

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS TO

\$143,003,629.00

Amount of Policy at Time of Loss

10-1-22

Policy Effective Date

10-1-23

Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

Claim Number: 060162

0094347281233

Policy Number

Agency At

Mike Gardner

Agent

By the above indicated policy of insurance you insured:

CITY OF MADISON

against loss by Fire upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A Fire loss occurred about 1:30 o'clock PM. on the 29th day of June, 2023. The cause and origin of said loss was: Tenant employee was smoking on the south end of the building and did not fully extinguish the cigarette, thus causing the fire.

Property Involved in Claim: Commerical Building - Main Street Cafe.

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: Commerical.

Title and Interest: At the time of the loss the interest of your insured in the property described therein was as owner.
No other person or entity had any interest therein or encumbrance thereon, except: None.

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except:

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss.....\$143,003,629.00

Full Replacement Cost of said property at time of loss.....\$_____

Full Cost of Repair of Replacement.....\$ 33,253.05

Applicable Depreciation.....\$ 0.00

☐ **Actual Cash Value Loss**..... ☒ **Replacement Cost Loss**.....\$ 33,253.05

Less deductible and/or participation by the insured.....\$ (1,000.00)

☐ **Actual Cash Value Loss**..... ☒ **Replacement Cost Loss**.....\$ 32,253.05

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed : \$0.00.

This loss did not originate by any act, design, or procurement of the insured, or the insured, or this subscriber, nothing has been done by or with the privity or consent of the insured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, belonging to and in possession of the insured at the time of loss: no property saved has been concealed and no attempt to deceive the company has been made. Any other information that may be required will be furnished and considered part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insured in making of this proof, is not a waiver of any rights of said insurer or any of the conditions of this policy.

*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.

State of _____

Insured _____

County of _____

By _____
(Title)

Subscribed and sworn to before me this _____ day of _____,

Notary Public

INSURED: CITY OF MADISON
INSURED LOCATION: MAIN STREET CAFÉ
101 MAIN STREET
MADISON, AL 35758
CLAIM #: 060162
LOSS DATE: 6/29/2023
LOSS TYPE: FIRE

PARTIAL PAYMENT RECAP:

Continental Roofing Company, LLC:	\$1,107.34
Emergency Temporary Rood Repair:	
Emergency Temporary Building Repairs:	\$30,831.19
Required to ReOpen the Business:	
Per Adjusters Estimate:	
WI-FI Equipment:	\$1,314.52
B&H Photo-Video-Pro Audio	
Total Partial Payment:	\$33,253.05
Less Deductible:	<u><\$1,000.00></u>
Net Partial Payment:	\$32,253.05

REVISED: 9-28-23



Continental Roofing Company, LLC
8006 Old Madison Pike
Suite 4
Madison, AL 35758

INVOICE

Job: C23-10167: John & Tammy Hall

Invoice Number: C23-10167-1

Invoice Date: 06/30/2023

Terms: Upon Receipt

Location Address
101 Main Street
Madison, AL 35758

John & Tammy Hall
J&T Hall, LLC (dba Main Street Café)
101 Main Street
Madison, AL 35758

PRICE

INVOICE

Temporary Repairs - Roof Dry-in	\$1,107.34
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Subtotal: Invoice	\$1,107.34
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Grand Total	\$1,107.34
--------------------	-------------------

Invoice Balance Due: **\$1,107.34**

REMIT TO:
8006 Old Madison Pike
Suite 4
Madison, AL 35758

Company Representative:
Mark Harbin
(972) 757-5556
mark.harbin@continentalroofing.net

**EVERS & ASSOCIATES, INC.**

P.O BOX 6045
 HUNTSVILLE, AL 35813
 256-772-0540 - PHONE
 256-772-0929 - FAX

Insured: CITY OF MADISON
 Property: 101 MAIN STREET
 MADISON, AL 35758

Business: (256) 772-5652

Claim Rep.: Gus Wall
 Company: Evers & Associates, Inc

Business: (256) 772-0540
 E-mail: gwall@eversadj.com

Estimator: Gus Wall
 Company: Evers & Associates, Inc

Business: (256) 772-0540
 E-mail: gwall@eversadj.com

Claim Number: 060162

Policy Number:

Type of Loss: Fire

Date Contacted: 7/11/2023 3:29 PM

Date of Loss: 6/29/2023 11:20 AM

Date Inspected: 7/12/2023 8:30 AM

Date Received: 7/11/2023 2:29 PM

Date Entered: 9/20/2023 2:26 PM

Price List: ALHU8X_SEP23
 Restoration/Service/Remodel
 Estimate: GW13-77126

THIS IS NOT AN AUTHORIZATION TO REPAIR, AN ACCEPTANCE OF LIABILITY OR A GUARANTEE OF PAYMENT. THIS ESTIMATE IS SUBJECT TO BE REVIEWED AND/OR CHANGED BY THE INSURANCE CARRIER. THIS ESTIMATE IS BASED UPON THE DAMAGE OBSERVED OR POINTED OUT AT THE TIME OF THE INSPECTION. COVERAGE FOR THE LOSS OR ANY PART THEREOF IS ULTIMATELY THE DECISION OF THE INSURANCE CARRIER. NO SUPPLEMENTS ARE AUTHORIZED WITHOUT THE PRIOR APPROVAL OF THE CARRIER OR THE ADJUSTER WHO INSPECTED THE LOSS.

NEITHER THE CARRIER OR EVERS & ASSOCIATES CAN AUTHORIZE ANY CONTRACTOR TO PROCEED WITH WORK ON YOUR PROPERTY. THE CONTRACTOR SHOULD ONLY PROCEED WITH YOUR AUTHORIZATION. YOU MAY HAVE THE REPAIRS MADE BY A CONTRACTOR OF YOUR CHOICE. YOU SHOULD PROVIDE A COPY OF THIS ESTIMATE TO THE CONTRACTOR BEFORE REPAIRS ARE BEGUN. SHOULD THE CONTRACTOR YOU SELECT HAVE QUESTIONS CONCERNING OUR ESTIMATE, THEY SHOULD CONTACT THE ADJUSTER BEFORE BEGINNING REPAIRS.

NEITHER THE INSURANCE CARRIER OR EVERS & ASSOCIATES GUARANTEE THE QUALITY OF WORKMANSHIP OF ANY CONTRACTOR OR THE TIME FRAME THAT THE WORK WILL REQUIRE. THE CONTRACTOR IS HIRED BY YOU, NOT THE CARRIER OR BY EVERS & ASSOCIATES.

P.O BOX 6045
 HUNTSVILLE, AL 35813
 256-772-0540 - PHONE
 256-772-0929 - FAX

GW13-77126
Main Level

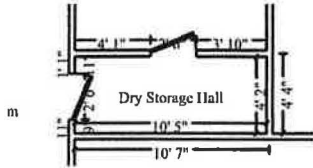
Kitchen
Height: 8'

938.67 SF Walls
 1657.10 SF Walls & Ceiling
 79.83 SY Flooring
 117.33 LF Ceil. Perimeter

718.43 SF Ceiling
 718.43 SF Floor
 117.33 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Suspended ceiling tile - Premium grade - 2' x 4'	718.43 SF	4.95	0.00	711.24	4,267.47	(0.00)	4,267.47
Replace vinyl coated 2 x 4 ceiling tile.							
2. Acoustical Treatments Installer - per hour	5.00 HR	83.18	0.00	83.18	499.08	(0.00)	499.08
3. Acoustical Treatments - General Laborer - per hour	5.00 HR	42.98	0.00	42.98	257.88	(0.00)	257.88
Allowance to repair the acoustical ceiling grid.							
4. Batt insulation - 6" - R19 - paper / foil faced	718.43 SF	1.20	0.00	172.42	1,034.54	(0.00)	1,034.54
5. R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	5.00 EA	262.06	0.00	262.06	1,572.36	(0.00)	1,572.36
6. Detach & Reset Fluorescent - acoustic grid fixture - four tube, 2'x 4'	4.00 EA	76.75	0.00	61.40	368.40	(0.00)	368.40
7. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA	683.38	0.00	136.68	820.06	(0.00)	820.06
8. R&R Water heater - Commercial - 50 gallon - Gas	1.00 EA	2,636.91	0.00	527.38	3,164.29	(0.00)	3,164.29
9. Flexible gas supply line connector - 1/2" - 49" to 72"	2.00 EA	54.74	0.00	21.90	131.38	(0.00)	131.38
10. R&R Flexible gas tubing - CSST, 1" per LF	24.00 LF	18.21	0.00	87.40	524.44	(0.00)	524.44
11. Plumbing/gas line air pressure test	1.00 EA	201.99	0.00	40.40	242.39	(0.00)	242.39
12. R&R Ductwork - flexible - insulated - 12" round	42.00 LF	14.82	0.00	124.50	746.94	(0.00)	746.94
13. Content Manipulation charge - per hour to move and rest equipment in kitchen (4 men X 4 hrs.) *	16.00 HR	42.98	0.00	137.54	825.22	(0.00)	825.22
Totals: Kitchen			0.00	2,409.08	14,454.45	0.00	14,454.45

P.O BOX 6045
HUNTSVILLE, AL 35813
256-772-0540 - PHONE
256-772-0929 - FAX

**Dry Storage Hall****Height: 8'**

233.23 SF Walls	43.38 SF Ceiling
276.61 SF Walls & Ceiling	43.38 SF Floor
4.82 SY Flooring	29.15 LF Floor Perimeter
29.15 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. Suspended ceiling tile - Premium grade - 2' x 4'	43.38 SF	4.95	0.00	42.94	257.67	(0.00)	257.67
Totals: Dry Storage Hall			0.00	42.94	257.67	0.00	257.67

**Prep Room****Height: 8'**

450.67 SF Walls	173.34 SF Ceiling
624.01 SF Walls & Ceiling	173.34 SF Floor
19.26 SY Flooring	56.33 LF Floor Perimeter
56.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Carpenter - General Framer - per hour	12.00 HR	62.25	0.00	149.40	896.40	(0.00)	896.40
16. Carpentry - General Laborer - per hour (5 men X 12 hrs.) *	60.00 HR	42.98	0.00	515.76	3,094.56	(0.00)	3,094.56
Allowance to remove the Prep Room from building which was being saved.							
17. Single axle dump truck - per load - including dump fees	3.00 EA	211.26	0.00	126.76	760.54	(0.00)	760.54
Debris removal for the Prep Room demolition only.							
Totals: Prep Room			0.00	791.92	4,751.50	0.00	4,751.50

Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Commercial Supervision / Project Management - per hour	29.00 HR	95.46	0.00	553.66	3,322.00	(0.00)	3,322.00
19. Electrician - per hour (4 days X 8 hrs.) *	32.00 HR	98.80	0.00	632.32	3,793.92	(0.00)	3,793.92
20. Electrician - General Laborer - per hour (4 days X 2 men X 8 hrs.) *	64.00 HR	42.98	0.00	550.14	3,300.86	(0.00)	3,300.86
Allowance for electrical repairs due to the fire and the removal of the Prep Room.							

**EVERS & ASSOCIATES, INC.**

P.O BOX 6045
 HUNTSVILLE, AL 35813
 256-772-0540 - PHONE
 256-772-0929 - FAX

CONTINUED - Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
21. Backhoe loader and operator	6.00 HR	101.14	0.00	121.36	728.20	(0.00)	728.20
22. Tandem axle dump trailer - per load - including dump fees	1.00 EA	185.49	0.00	37.10	222.59	(0.00)	222.59
Debris removal of additional debris in the building.							
Totals: Miscellaneous			0.00	1,894.58	11,367.57	0.00	11,367.57
Total: Main Level			0.00	5,138.52	30,831.19	0.00	30,831.19
Line Item Totals: GW13-77126			0.00	5,138.52	30,831.19	0.00	30,831.19

Grand Total Areas:

4,419.29 SF Walls	2,571.06 SF Ceiling	6,990.34 SF Walls and Ceiling
2,571.06 SF Floor	285.67 SY Flooring	550.11 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	563.94 LF Ceil. Perimeter
2,571.06 Floor Area	2,709.21 Total Area	4,419.29 Interior Wall Area
2,325.00 Exterior Wall Area	258.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

EVERS & ASSOCIATES
INSURANCE ADJUSTERS**EVERS & ASSOCIATES, INC.**

P.O BOX 6045
HUNTSVILLE, AL 35813
256-772-0540 - PHONE
256-772-0929 - FAX

Summary for Dwelling

Line Item Total	25,692.67
Overhead	2,569.26
Profit	2,569.26
Replacement Cost Value	\$30,831.19
Net Claim	\$30,831.19

Gus Wall

EVERS & ASSOCIATES
INSURANCE ADJUSTERS

EVERS & ASSOCIATES, INC.

P.O BOX 6045
HUNTSVILLE, AL 35813
256-772-0540 - PHONE
256-772-0929 - FAX

Recap by Room

Estimate: GW13-77126

Area: Main Level

Kitchen	12,045.37	46.88%
Dry Storage Hall	214.73	0.84%
Prep Room	3,959.58	15.41%
Miscellaneous	9,472.99	36.87%

Area Subtotal: Main Level

25,692.67 100.00%

Subtotal of Areas

25,692.67 100.00%

Total

25,692.67 100.00%

EVERS & ASSOCIATES
INSURANCE ADJUSTERS

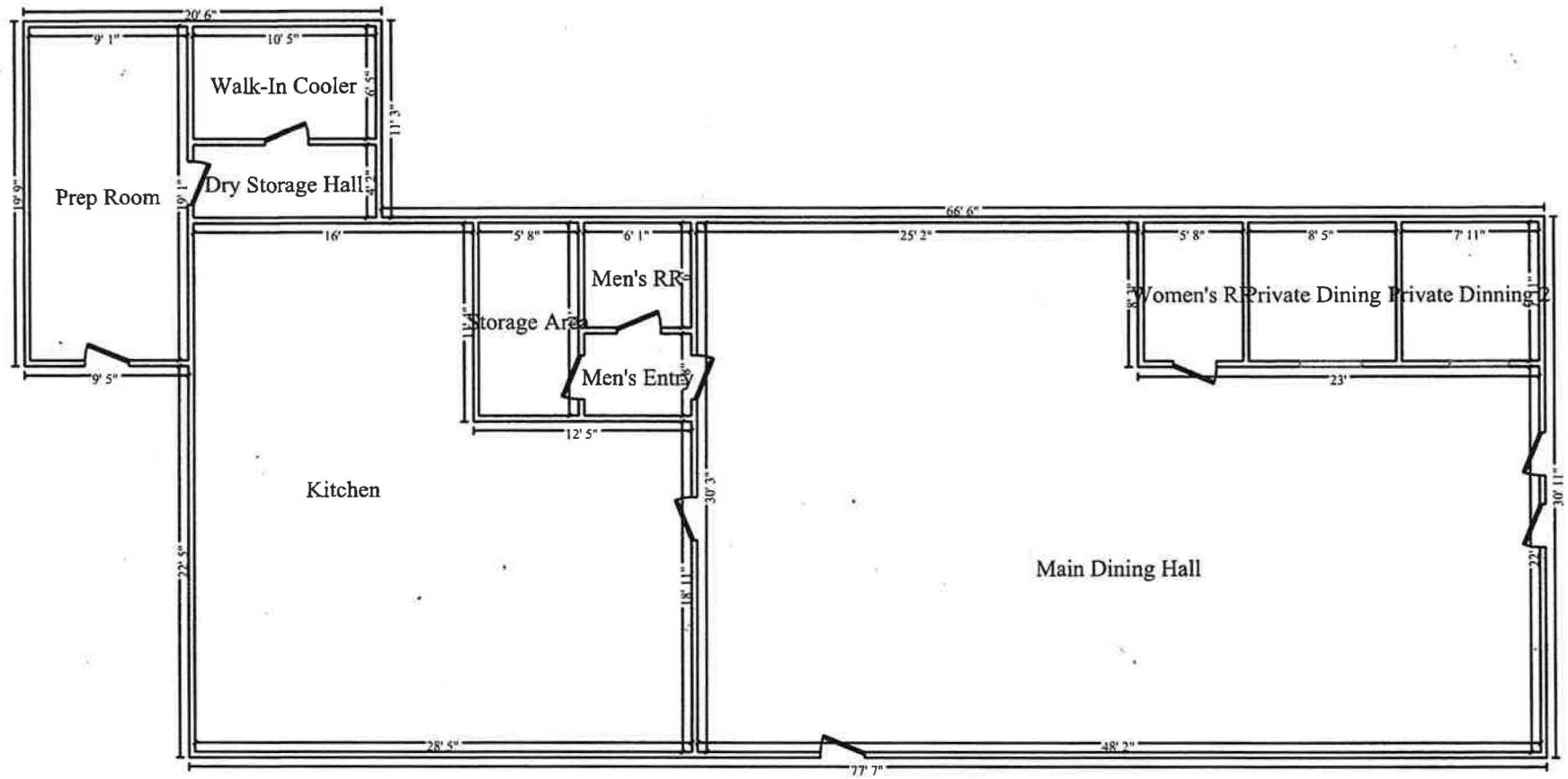
EVERS & ASSOCIATES, INC.

P.O BOX 6045
HUNTSVILLE, AL 35813
256-772-0540 - PHONE
256-772-0929 - FAX

Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	4,401.76	14.28%
CONTENT MANIPULATION	687.68	2.23%
GENERAL DEMOLITION	1,044.69	3.39%
DOORS	661.11	2.14%
ELECTRICAL	5,912.32	19.18%
HEAVY EQUIPMENT	606.84	1.97%
FRAMING & ROUGH CARPENTRY	3,325.80	10.79%
HEAT, VENT & AIR CONDITIONING	589.26	1.91%
INSULATION	862.12	2.80%
LABOR ONLY	2,768.34	8.98%
LIGHT FIXTURES	1,544.90	5.01%
PLUMBING	3,287.85	10.66%
O&P Items Subtotal	25,692.67	83.33%
Overhead	2,569.26	8.33%
Profit	2,569.26	8.33%
Total	30,831.19	100.00%

Main Level



Main Level

INVOICE

	420 Ninth AVENUE
	NEW YORK, NEW YORK 10001
	TEL: 212.239.7760
	FAX: 212.239.7759
	www.BandH.com
For billing inquiries, please contact your account representative:	
Rochelle Abrahams Ext: 5997 arbilling@bhphoto.com	

INVOICE DATE	INVOICE NUMBER
08/21/23	215969168
DUE DATE	PO NUMBER
09/20/23	2023-00001232
TERMS	ORDER NUMBER
30 DAY	901250854
CUSTOMER CODE	SHIP VIA
36304910	FDX GROUND
REMIT ACH TO:	REMIT CHECK TO:
Account Number: 4125966952 ABA/Routing Number: 121000248 Bank Address: Wells Fargo Bank, N.A. 420 Montgomery Street San Francisco, CA 94104	B&H PHOTO-VIDEO Remittance Processing Center P.O. BOX 28072 NEW YORK, NY 10087-8072

Bill To: CITY OF MADISON
ACCOUNTS PAYABLE
100 HUGHES RD
MADISON, AL 35758

Ship To: IT DEPARTMENT
CITY OF MADISON, AL
100 HUGHES RD
MADISON, AL 35758

Bill Phone: (256)772-5600
Work Phone: (256)772-5600 Ext: 005683

Ship Phone: (256)772-5600

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU#/MFR#	Item Price	Amount
1	1		<p>UBIQUITI UWB-XG-US BMFRMNG BSTTN 1500 CLIEN</p> <p>SERIAL #: D8B3706A7898</p> <p>Export Disclaimer <i>An item or items in this order is controlled on the U.S. Commerce Control List set forth in the Export Administration Regulations or the U.S. Munitions List set forth in the International Traffic in Arms Regulations, and may require a license or other authorization from the U.S. Government to be exported from the United States. Without limitation, parties purchasing from B&H are solely responsible for determining applicable export licensing requirements and for obtaining any licenses or other authorizations from the appropriate agencies of the U.S. Government that are necessary for exporting the item, such as the U.S. Department of Commerce or the U.S. Department of State.</i></p>	<p>UBUWBXGUS</p> <p>(UWB-XG-US)</p>	\$1,314.52	\$1,314.52

Payment Type	Card/Check Number	Amount	Sub-Total:	\$1,314.52
			Total Order:	\$1,314.52
			Payments/Credits:	-\$1,314.52
			Balance:	USD \$0.00

Invoice #230922

Stanley Graham Construction, LLC
12525 Memorial Parkway SW
Huntsville, AL. 35803
(256) 531 7400
Email: stan@sgcbuilds.com

Date: 09/22/23

To:

Company: City of Madison
100 Hughes Road
Madison, AL. 35758

Subject: Invoice for Main Street Café Demo

Provided labor, material and equipment to perform the following:

Demolition as follows: existing dry storage structure, ceiling in kitchen, exterior wood fence, grease tank. Pressure wash exterior walls and hauled off debris

Plumbing as follows: Installed filter system, new ice maker at exterior patio, repaired two water leaks on existing water supply to ice maker.

Total amount due: \$ 30,824.00

Payment due within 10 days. We appreciate your business.

September 25, 2023

To: City of Madison

RE: Home Place Park Pavilion



Attached is the final payment to the Home Place Park Pavilion in the amount of \$15,832.70.

Thank you,

A handwritten signature in blue ink, appearing to read "Melanie Thornton", is written over the printed name.

Melanie Thornton
Executive Director
Madison Visionary Partners

RESOLUTION NO. 2023-327-R**AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL
PROJECTS BUDGET FOR A SANTA FOR POLAR EXPRESS CHRISTMAS
EVENT**

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

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

WHEREAS, the City Council finds that an expenditure of public funds to provide funding for a Santa for the Polar Express Christmas event meets a public purpose; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed Two Hundred and Fifty dollars (\$250.00), is authorized from the Council Special Projects budget for the above-described purchase; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of October 2023.

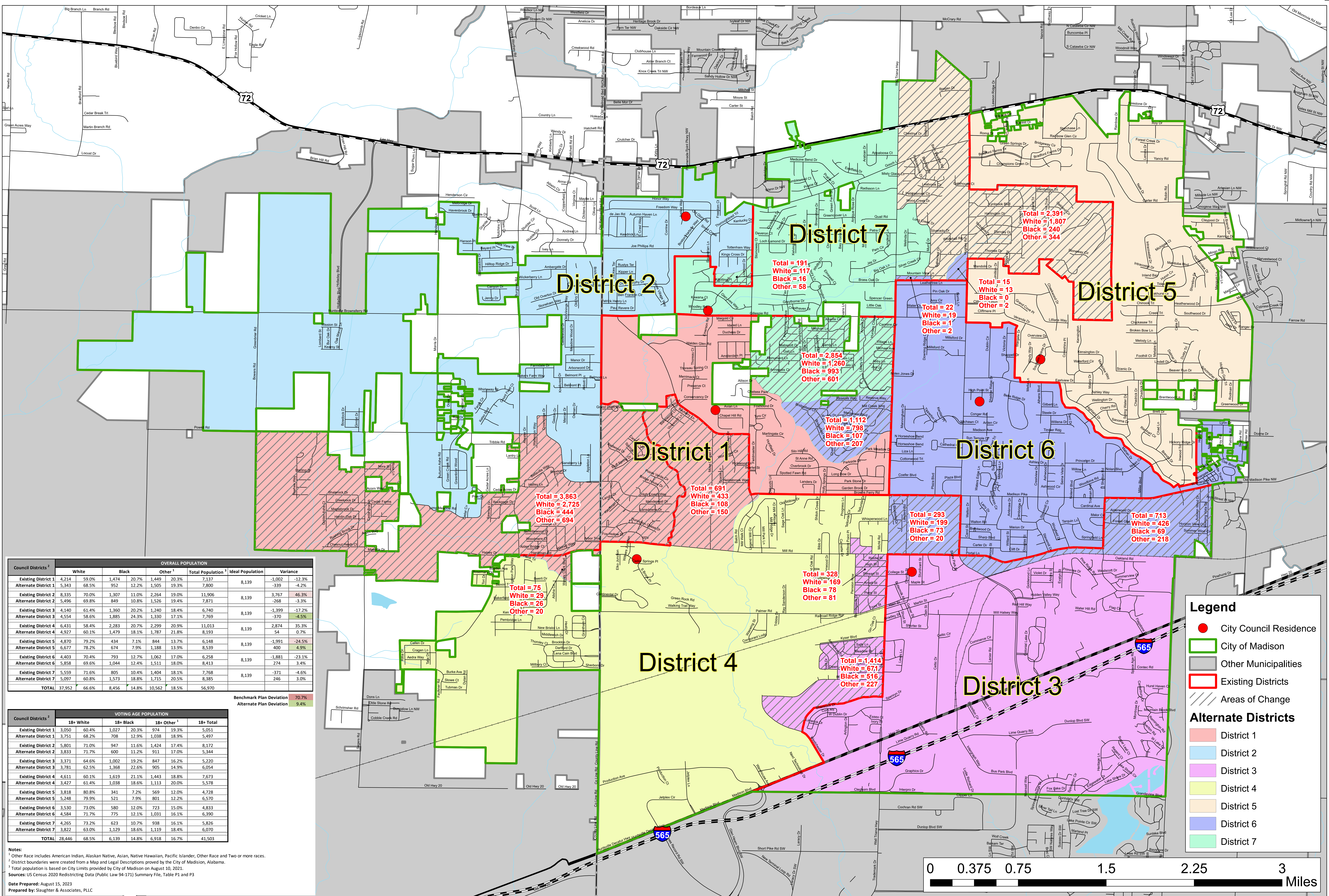
Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama



OVERALL POPULATION									
Council Districts ²	White	Black	Other ¹	Total Population ³	Ideal Population	Variance			
Existing District 1	4,214	59.0%	1,474	20.7%	1,449	20.3%	7,137	-1,002	-12.3%
Alternate District 1	5,343	68.5%	952	12.2%	1,505	19.3%	7,800	-339	-4.2%
Existing District 2	8,335	70.0%	1,307	11.0%	2,264	19.0%	11,906	3,767	46.3%
Alternate District 2	5,496	69.8%	849	10.8%	1,526	19.4%	7,871	-268	-3.3%
Existing District 3	4,140	61.4%	1,360	20.2%	1,240	18.4%	6,740	-1,399	-17.2%
Alternate District 3	4,554	58.6%	1,885	24.3%	1,330	17.1%	7,769	-370	-4.5%
Existing District 4	6,431	58.4%	2,283	20.7%	2,299	20.9%	11,013	2,874	35.3%
Alternate District 4	4,927	60.1%	1,479	18.1%	1,787	21.8%	8,193	54	0.7%
Existing District 5	4,870	79.2%	434	7.1%	844	13.7%	6,148	-1,991	-24.5%
Alternate District 5	6,677	78.2%	674	7.9%	1,188	13.9%	8,539	400	4.9%
Existing District 6	4,403	70.4%	793	12.7%	1,062	17.0%	6,258	-1,881	-23.1%
Alternate District 6	5,858	69.6%	1,044	12.4%	1,511	18.0%	8,413	274	3.4%
Existing District 7	5,559	71.6%	805	10.4%	1,404	18.1%	7,768	-371	-4.6%
Alternate District 7	5,097	60.8%	1,573	18.8%	1,715	20.5%	8,385	246	3.0%
TOTAL	37,952	66.6%	8,456	14.8%	10,562	18.5%	56,970		

Council Districts ²	VOTING AGE POPULATION						
	18+ White		18+ Black	18+ Other ¹	18+ Total		
Existing District 1	3,050	60.4%	1,027	20.3%	974	19.3%	5,051
Alternate District 1	3,751	68.2%	708	12.9%	1,038	18.9%	5,497
Existing District 2	5,801	71.0%	947	11.6%	1,424	17.4%	8,172
Alternate District 2	3,833	71.7%	600	11.2%	911	17.0%	5,344
Existing District 3	3,371	64.6%	1,002	19.2%	847	16.2%	5,220
Alternate District 3	3,781	62.5%	1,368	22.6%	905	14.9%	6,054
Existing District 4	4,611	60.1%	1,619	21.1%	1,443	18.8%	7,673
Alternate District 4	3,427	61.4%	1,038	18.6%	1,113	20.0%	5,578
Existing District 5	3,818	80.8%	341	7.2%	569	12.0%	4,728
Alternate District 5	5,248	79.9%	521	7.9%	801	12.2%	6,570
Existing District 6	3,530	73.0%	580	12.0%	723	15.0%	4,833
Alternate District 6	4,584	71.7%	775	12.1%	1,031	16.1%	6,390
Existing District 7	4,265	73.2%	623	10.7%	938	16.1%	5,826
Alternate District 7	3,822	63.0%	1,129	18.6%	1,119	18.4%	6,070
TOTAL	28,446	68.5%	6,139	14.8%	6,918	16.7%	41,503

Notes:
¹ Other Race includes American Indian, Alaskan Native, Asian, Native Hawaiian, Pacific Islander, Other Race and Two or more races.
² District boundaries were created from a Map and Legal Descriptions provided by the City of Madison, Alabama.
³ Total population is based on City Limits provided by City of Madison on August 10, 2021.
Sources: US Census 2020 Redistricting Data (Public Law 94-171) Summary File, Table P1 and P3
Date Prepared: August 15, 2023
Prepared by: Slaughter & Associates, PLLC



SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS
POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Preliminary Redistricting Plan Three

Election Districts (Council Districts)

City of Madison, Alabama

Source(s):
Mississippi Automated Resource Information System (MARIS); US Census Bureau 2020 Redistricting Data (Public Law 94-171) Summary File, Table P1 and P3; US Census Bureau 2020 TIGER Line Files; City of Madison, Alabama

Note: This map is accurate for planning purposes only
Date: August 15, 2023



Preliminary Redistricting Plan Three
Council Districts
City of Madison, Alabama

Council Districts ²	OVERALL POPULATION									
	White		Black		Other ¹		Total Population ³	Ideal Population	Variance	
Existing District 1	4,214	59.0%	1,474	20.7%	1,449	20.3%	7,137	8,139	-1,002	-12.3%
Alternate District 1	5,343	68.5%	952	12.2%	1,505	19.3%	7,800		-339	-4.2%
Existing District 2	8,335	70.0%	1,307	11.0%	2,264	19.0%	11,906	8,139	3,767	46.3%
Alternate District 2	5,496	69.8%	849	10.8%	1,526	19.4%	7,871		-268	-3.3%
Existing District 3	4,140	61.4%	1,360	20.2%	1,240	18.4%	6,740	8,139	-1,399	-17.2%
Alternate District 3	4,554	58.6%	1,885	24.3%	1,330	17.1%	7,769		-370	-4.5%
Existing District 4	6,431	58.4%	2,283	20.7%	2,299	20.9%	11,013	8,139	2,874	35.3%
Alternate District 4	4,927	60.1%	1,479	18.1%	1,787	21.8%	8,193		54	0.7%
Existing District 5	4,870	79.2%	434	7.1%	844	13.7%	6,148	8,139	-1,991	-24.5%
Alternate District 5	6,677	78.2%	674	7.9%	1,188	13.9%	8,539		400	4.9%
Existing District 6	4,403	70.4%	793	12.7%	1,062	17.0%	6,258	8,139	-1,881	-23.1%
Alternate District 6	5,858	69.6%	1,044	12.4%	1,511	18.0%	8,413		274	3.4%
Existing District 7	5,559	71.6%	805	10.4%	1,404	18.1%	7,768	8,139	-371	-4.6%
Alternate District 7	5,097	60.8%	1,573	18.8%	1,715	20.5%	8,385		246	3.0%
TOTAL	37,952	66.6%	8,456	14.8%	10,562	18.5%	56,970			

Benchmark Plan Deviation 70.7%
 Alternate Plan Deviation 9.4%

Council Districts ²	VOTING AGE POPULATION						
	18+ White		18+ Black		18+ Other ¹		18+ Total
Existing District 1	3,050	60.4%	1,027	20.3%	974	19.3%	5,051
Alternate District 1	3,751	68.2%	708	12.9%	1,038	18.9%	5,497
Existing District 2	5,801	71.0%	947	11.6%	1,424	17.4%	8,172
Alternate District 2	3,833	71.7%	600	11.2%	911	17.0%	5,344
Existing District 3	3,371	64.6%	1,002	19.2%	847	16.2%	5,220
Alternate District 3	3,781	62.5%	1,368	22.6%	905	14.9%	6,054
Existing District 4	4,611	60.1%	1,619	21.1%	1,443	18.8%	7,673
Alternate District 4	3,427	61.4%	1,038	18.6%	1,113	20.0%	5,578
Existing District 5	3,818	80.8%	341	7.2%	569	12.0%	4,728
Alternate District 5	5,248	79.9%	521	7.9%	801	12.2%	6,570
Existing District 6	3,530	73.0%	580	12.0%	723	15.0%	4,833
Alternate District 6	4,584	71.7%	775	12.1%	1,031	16.1%	6,390
Existing District 7	4,265	73.2%	623	10.7%	938	16.1%	5,826
Alternate District 7	3,822	63.0%	1,129	18.6%	1,119	18.4%	6,070
TOTAL	28,446	68.5%	6,139	14.8%	6,918	16.7%	41,503

Notes:

¹ Other Race includes American Indian, Alaskan Native, Asian, Native Hawaiian, Pacific Islander, Other Race and Two or more races.

² District boundaries were created from a Map and Legal Descriptions proved by the City of Madison, Alabama.

³ Total population is based on City Limits provided by City of Madison on August 10, 2021.

Sources: US Census 2020 Redistricting Data (Public Law 94-171) Summary File, Table P1 and P3

Date Prepared: August 15, 2023

Prepared by: Slaughter & Associates, PLLC

ORDINANCE NO. 2023-313

AN ORDINANCE ADOPTING NEW LEGAL DESCRIPTIONS FOR THE COUNCIL DISTRICTS OF THE CITY OF MADISON, ALABAMA

WHEREAS, the Constitution of the United States requires that substantial equality of population exist among voting districts and the Voting Rights Act of 1965, 42 U.S.C. §1971, *et. seq.*, requires that all citizens, including those citizens who are members of protected minorities, have a fair opportunity to participate in the electoral process and elect candidates of choice on an equal basis with other voters; and

WHEREAS, Ordinance No. 2011-245 last established the City's current city council voting districts based upon a total population of 42,938 as established by the 2010 federal decennial census data; and

WHEREAS, the regular 2020 federal decennial census data was released for the State of Alabama establishing that the City's population increased to 56,970; and

WHEREAS, the 2020 federal decennial census data also identified changing demographics within the City Council districts; and

WHEREAS, it is necessary, desirable, and in the public interest, that the current City Council districts be further amended in order to achieve continuing conformity with the Constitution of the United States, Section 2 of the Voting Rights Act, and the laws of the State of Alabama; and

WHEREAS, the City Council has determined that the best interest and general welfare of the public as a whole will be served by the adoption of a plan which retains the City's seven (7) single- member districts, as required by state law, said districts to be those described in *Exhibit A: Legal descriptions of the new council districts*, and illustrated in *Exhibit B: Redistricting Plan City of Madison, Alabama*, and which divides the City's population, based upon the 2020 federal decennial census data as follows:

District	Total Population	% White	% Black	% Other	Voting Age Population	% White	% Black	% Other
1	7,800	68.5	12.2	19.3	5,497	68.2	12.9	18.9
2	7,871	69.8	10.8	19.4	5,344	71.7	11.2	17.0
3	7,769	58.6	24.3	17.1	6,054	62.5	22.6	14.9
4	8,193	60.1	18.1	21.8	5,578	61.4	18.6	20.0
5	8,539	78.2	7.9	13.9	6,570	79.9	7.9	12.2
6	8,413	69.6	12.4	18.0	6,390	71.7	12.1	16.1
7	8,385	60.8	18.8	20.5	6,070	63.0	18.6	18.4
Total	56,970	66.6	14.8	18.5	41,503	68.5	14.8	16.7

WHEREAS, the City Council has determined that the attached *Exhibit B: Redistricting Plan City of Madison, Alabama* is the best legislative plan available to continue conformity with the Constitution of the United States, Section 2 of the Voting Rights Act, the laws of the State of Alabama, and all other requirements of law applicable to this process.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Current Districts, being a permanent plan, adopted by Ord. No. 2011-245, be and the same are hereby altered and further amended as follows:

1. The City of Madison is hereby divided into seven (7) City Council districts, said districts to be established as so described in this Ordinance, *Exhibit A: Legal descriptions of the new council districts* and *Exhibit B: Redistricting Plan City of Madison, Alabama*.
2. The Redistricting Plan shall not apply to any election held within six (6) months after the effective date of this Ordinance.
3. No new district boundary shall become effective until the next regular municipal election.
4. No term of any incumbent member of the Council shall be shortened because of the Redistricting Plan.
5. The Redistricting Plan shall be and remain in effect until publication of the regular 2030 decennial census and thereafter until action is taken to amend the same by either the Legislature of the State of Alabama or the City of Madison City Council acting in conformity with the Constitution of the United States, Section 2 of the Voting Rights Act, and the laws of the State of Alabama.

READ and ADOPTED this ____ day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

City of Madison, Alabama

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

Legal Descriptions
Official City Council Districts
City of Madison, Alabama
September 25, 2023

District 1

Beginning at the intersection of the center thread of Russell Branch and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING.

thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly, southerly and southeasterly along the center thread of Russell Branch to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run easterly along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of County Line Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of County Line Road to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run westerly, and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of County Line Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of County Line Road to its intersection with the centerline of Mill Road;

thence run easterly along the centerline of Mill Road to its intersection with the center thread of Mill Creek;

thence run northerly and northeasterly along the center thread of Mill Creek to its intersection with the centerline of Browns Ferry Road;

thence run easterly along the centerline of Browns Ferry Road to its intersection with the centerline of Wall Triana Highway;

thence run northerly along the centerline of Wall Triana Highway to its intersection with the centerline of Bridgefield Road;

thence run westerly along the centerline of Bridgefield Road to its intersection with the center thread of an unnamed creek;

thence run southwesterly and northwesterly along the center thread of said unnamed creek to its intersection with the center thread of Mill Creek;

thence run northwesterly along the center thread of Mill Creek to its intersection with the center thread of an unnamed creek;

thence run northwesterly along the center thread of an unnamed creek to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run southerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Balch Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of Balch Road to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run northerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Gillespie Road;

thence run westerly along the centerline of Gillespie Road to its intersection with the centerline of County Line Road;

thence run southerly along the centerline of County Line Road to its intersection with the centerline of Crownridge Drive;
 thence run westerly, northerly, northwesterly, and northerly along the centerline of Crownridge Drive to its intersection with the centerline of Watterson Way;
 thence run westerly and southerly along the centerline of Watterson Way to its intersection with the centerline of Nayland Drive;
 thence run westerly along the centerline of Nayland Drive to its intersection with the centerline of Powell Road;
 thence run westerly along the centerline of Powell Road to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run southerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Long Meadows Road;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly, westerly, northwesterly, and westerly along the centerline of Long Meadows Road to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run southerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Long Meadows Road;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run westerly along the centerline of Long Meadows Road to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run southeasterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with a point of the northwest corner of property identified as Parcel Number 17 01 11 0 000 034.00 in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run northeasterly along a line from the northwest corner of said property identified as Parcel Number 17 01 11 0 000 034.00 to the southwest corner of property identified as Parcel Number 17 01 11 0 000 004.00 in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023, said corner also being on the existing Corporate Limits of Madison, Alabama;
 thence run northerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the center thread of Russell Branch, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County and Limestone County as of September 25, 2023.

District 2

Beginning at the intersection of the centerline of the Balch Road and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly along the Balch Road to its intersection with the centerline of Tottenham Way;
 thence run westerly along the centerline of Tottenham Way to its intersection with the centerline of Liverpool Drive;
 thence run southerly along the centerline of Liverpool Drive to its intersection with the center thread of an unnamed creek;

thence run westerly along the centerline of said unnamed creek to its intersection with the west boundary of Buckingham Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the west boundary of said Subdivision to a point on the northeast corner of Lot 112 Village at Walden Preserve Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run westerly along the north line of Lot 112 of said Subdivision and continue along the westerly extension thereof to its intersection with the centerline of Equestrian Lane;

thence run northerly along the centerline of Equestrian Lane to its intersection with the northern boundary of Village at Walden Preserve Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run westerly along the northern boundary of said Subdivision to the Northeast corner of The Walden Preserve Subdivision Lot PRE A, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run westerly along the norther boundary of said Lot to the Northwest corner thereof;

thence run southerly along the western boundary of said Lot and extension thereof to the centerline of Gillespie Road;

thence run westerly along the centerline of Gillespie Road to its intersection with the centerline of County Line Road;

thence run southerly along the centerline of County Line Road to its intersection with the centerline of Crownridge Drive;

thence run westerly, northerly, northwesterly, and northerly along the centerline of Crownridge Drive to its intersection with the centerline of Watterson Way;

thence run westerly and southerly along the centerline of Watterson Way to its intersection with the centerline of Nayland Drive;

thence run westerly along the centerline of Nayland Drive to its intersection with the centerline of Powell Road;

thence run westerly along the centerline of Powell Road to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run northerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Long Meadows Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly, westerly, northwesterly, and westerly along the centerline of Long Meadows Road to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run northerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Long Meadows Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run westerly, northwesterly, and westerly along the centerline of Long Meadows Road to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run northwesterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection a point of the northwest corner of property identified as Parcel Number 17 01 11 0 000 034.00 in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northeasterly along a line from the northwest corner of said property identified as Parcel Number 17 01 11 0 000 034.00 to the southwest corner of property identified as Parcel Number 17 01 11 0 000

004.00 in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023, said corner also being on the existing Corporate Limits of Madison, Alabama;
 thence run easterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of Balch Road, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County and Limestone County as of September 25, 2023.

District 3

Beginning at the intersection of the centerline of the Southern Railway and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING.
 thence leaving the said existing Corporate Limits of Madison, Alabama, run westerly and southwesterly along the centerline of Southern Railway to its intersection with the centerline of Hughes Road;
 thence run northwesterly along the centerline of Hughes Road to its intersection with the centerline of Mill Road;
 thence run westerly along the centerline of Mill Road to its intersection with the centerline of Westminster Way;
 thence run northerly along the centerline of Westminster Way to its intersection with the centerline of Whisperwood Lane;
 thence run westerly and northerly along the centerline of Whisperwood Way to its intersection with the centerline of Beaumont Road;
 thence run westerly along the centerline of Beaumont Road to its intersection with the centerline of Madison Point Place;
 thence run southerly along the centerline of Madison Point Place to its intersection with the centerline of Mill Road;
 thence run easterly along the centerline of Mill Road to its intersection with the centerline of Pension Row;
 thence run southerly along the centerline of Pension Row to its intersection with the centerline of Front Street;
 thence run northeasterly along the centerline of Front Street to its intersection with the centerline of Sullivan Street;
 thence run southerly along the centerline of Sullivan Street to its intersection with the centerline of Kyser Boulevard;
 thence run westerly along the centerline of Kyser Boulevard to its intersection with the centerline of Todd Drive;
 thence run southerly and southeasterly along the centerline of Todd Drive to its intersection with the centerline of Dawn Drive;
 thence run southwesterly, southerly, and easterly along the centerline of Dawn Drive to its intersection with the centerline of Arrowhead Trail;
 thence run southerly along the centerline of Arrowhead Trail to its intersection with the centerline of Royal Drive;
 thence run westerly, southwesterly, and westerly along the centerline of Royal Drive to its intersection with the centerline of Westchester Drive;

thence run southerly and southeasterly along the centerline of Westchester Drive to its intersection with the centerline of Madison Boulevard;
 thence run southwesterly along the centerline of Madison Boulevard to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run easterly and continue along the existing city limits to its intersection with the to its intersection of the centerline of the Southern Railway, said intersection being the POINT OF BEGINNING

District 4

Beginning at the intersection of the center thread of Russell Branch and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly, southerly and southeasterly along the center thread of Russell Branch to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run westerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of County Line Road;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of County Line Road to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run easterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the centerline of County Line Road;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of County Line Road to its intersection with the centerline of Mill Road;
 thence run easterly along the centerline of Mill Road to its intersection with the center thread of Mill Creek;
 thence run northerly and northeasterly along the center thread of Mill Creek to its intersection with the centerline of Browns Ferry Road;
 thence run easterly along the centerline of Browns Ferry Road to its intersection with the centerline of Sullivan Street;
 thence run southerly along the centerline of Sullivan Street to its intersection with the centerline of Mill Road;
 thence run westerly along the centerline of Mill Road to its intersection with the centerline of Westminster Way;
 thence run northerly along the centerline of Westminster Way to its intersection with the centerline of Whisperwood Lane;
 thence run westerly and northerly along the centerline of Whisperwood Way to its intersection with the centerline of Beaumont Road;
 thence run westerly along the centerline of Beaumont Road to its intersection with the centerline of Madison Point Place;
 thence run southerly along the centerline of Madison Point Place to its intersection with the centerline of Mill Road;
 thence run easterly along the centerline of Mill Road to its intersection with the centerline of Pension Row;
 thence run southerly along the centerline of Pension Row to its intersection with the centerline of Front Street;

thence run northeasterly along the centerline of Front Street to its intersection with the centerline of Sullivan Street;

thence run southerly along the centerline of Sullivan Street to its intersection with the centerline of Kyser Boulevard;

thence run westerly along the centerline of Kyser Boulevard to its intersection with the centerline of Todd Drive;

thence run southerly and southeasterly along the centerline of Todd Drive to its intersection with the centerline of Dawn Drive;

thence run southwesterly, southerly, and easterly along the centerline of Dawn Drive to its intersection with the centerline of Arrowhead Trail;

thence run southerly along the centerline of Arrowhead Trail to its intersection with the centerline of Royal Drive;

thence run westerly, southwesterly, and westerly along the centerline of Royal Drive to its intersection with the centerline of Westchester Drive;

thence run southerly and southeasterly along the centerline of Westchester Drive to its intersection with the centerline of Madison Boulevard;

thence run southwesterly along the centerline of Madison Boulevard to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run southwesterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection of the center thread of Russell Branch, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County and Limestone County as of September 25, 2023.

District 5

Beginning at the intersection of the centerline of Wall Triana Highway and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;

thence leaving said existing Corporate Limits of Madison, Alabama, run southerly along the centerline of Wall Triana Highway to its intersection with the centerline of Wood Creek Drive;

thence run easterly, northeasterly, and easterly along the centerline of Wood Creek Drive to its intersection with the centerline of Long Creek Drive;

thence run southerly and easterly along the centerline of Long Creek Drive to its intersection with the centerline of Murry Drive;

thence run southerly, southwesterly, and southerly along the centerline of Murry Drive to its intersection with the centerline of Mountain View Lane;

thence run easterly along the centerline of Mountain View Lane to its intersection with the centerline of Water Oak Drive;

thence run southerly along the centerline of Water Oak Drive to its intersection with the easterly extension of the northern boundary of the Leathertree Estates Subdivision, as described in the office of the Judge of Probate in Madison County, Alabama;

thence run easterly along the easterly extension of the northern boundary of said Subdivision and continue along the northern boundary of said Subdivision to its intersection with the center thread of an unnamed creek;

thence run northerly and northeasterly along the center thread of said unnamed creek to its intersection with the centerline of Hughes Road;

thence run southerly along the centerline of Hughes Road to its intersection with the centerline of Dublin Circle;

thence run easterly and southerly along the centerline of Dublin Circle to its intersection with westerly extension of the south line of property identified as Parcel Number 16 02 04 1 000 002.00 in the Office of the Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023;

thence run easterly along the westerly extension of the south line of said property and continue along the south line of said property to its intersection with the west line of Lot 1 of Victoria, Subdivision Phase 3, described in the office of the Judge of Probate in Madison County, Alabama;

thence run northerly, easterly, southeasterly, and southerly along the boundary of said subdivision to its intersection with the east boundary of Victoria, Subdivision Phase 2, as described in the office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the east boundary of Victoria Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the north boundary of Lot 3 of Block 1 of Mettawood Estates Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly and southerly along the boundary of said Subdivision and the southerly extension thereof to its intersection with the centerline of Eastview Drive;

thence run easterly along the centerline of Eastview Drive to its intersection with the center thread of an unnamed creek;

thence run southeasterly along the center thread of an unnamed creek to its intersection with the northwest boundary of Lot 2 of Block 1 of Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northeasterly along the northwest boundary of said Subdivision and the northeasterly extension thereof to its intersection with the centerline of Highland Drive;

thence run southerly along the centerline of Highland Drive to its intersection with the westerly extension of the southern right-of-way line of Inwood Trail;

thence run easterly along the westerly extension of the southern right-of-way line of Inwood Trail and the continue along the southern right-of-way line of Inwood Trail to its intersection with the with the southern boundary of Block 3 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly and northerly along the boundary of Block 3 of said Subdivision to its intersection with the eastern boundary of Block 6 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the boundary of Block 6 of said Subdivision to its intersection with the eastern boundary of Block 9 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the boundary of Block 9 of said Subdivision to its intersection with the existing Corporate Limits of Madison, Alabama, said intersection also being the northwest corner of property identified as Parcel Number 16 01 02 0 003 010.00 in the Office of the

Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023;
 thence run westerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the to its intersection with the centerline of the Wall Triana Highway, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County as of September 25, 2023.

District 6

Beginning at the intersection of the centerline of the Southern Railway and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run westerly and southwesterly along the centerline of Southern Railway to its intersection with the centerline of Hughes Road;
 thence run northwesterly along the centerline of Hughes Road to its intersection with the centerline of Mill Road;
 thence run westerly along the centerline of Mill Road to its intersection with the centerline of Sullivan Street;
 thence run northerly along the centerline of Sullivan Street to its intersection with the centerline of Wall Triana Highway;
 thence run northerly along the centerline of Wall Triana Highway to its intersection with the centerline of Bridgefield Road;
 thence run westerly along the centerline of Bridgefield Road to its intersection with the center thread of an unnamed creek;
 thence run southwesterly and northwesterly along the center thread of said unnamed creek to its intersection with the center thread of Mill Creek;
 thence run northwesterly and northeasterly along the center thread of Mill Creek to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run easterly along the existing Corporate Limits of Madison, Alabama to its intersection with north line of The Reserve at Bridgefield Subdivision 4th Addition, as described in the Office of the Judge of the Probate in Madison County, Alabama;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly along the north line of said Subdivision and the easterly extension thereof to its intersection with the centerline of Triana Highway;
 thence run northerly along the centerline of Triana Highway to its intersection with the centerline of Mountain View Lane;
 thence run easterly along the centerline of Mountain View Lane to its intersection with the centerline of Water Oak Drive;
 thence run southerly along the centerline of Water Oak Drive to its intersection with the easterly extension of the northern boundary of the Leathertree Estates Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;
 thence run easterly along the easterly extension of the northern boundary of said Subdivision and continue along the northern boundary of said Subdivision to its intersection with the center thread of an unnamed creek;
 thence run northerly and northeasterly along the center thread of said unnamed creek to its intersection with the centerline of Hughes Road;

thence run southerly along the centerline of Hughes Road to its intersection with the centerline of Dublin Circle;

thence run easterly and southerly along the centerline of Dublin Circle to its intersection with westerly extension of the south line of property identified as Parcel Number 16 02 04 1 000 002.00 in the Office of the Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023;

thence run easterly along the westerly extension of the south line of said property and continue along the south line of said property to its intersection with the west line of Lot 1 of Victoria Subdivision, Phase 3, described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly, easterly, southeasterly, and southerly along the boundary of said subdivision to its intersection with the east boundary of Victoria Subdivision, Phase 2, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the east boundary of Victoria Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the north boundary of Lot 3 of Block 1 of Mettawood Estates Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly and southerly along the boundary of said Subdivision and the southerly extension thereof to its intersection with the centerline of Eastview Drive;

thence run easterly along the centerline of Eastview Drive to its intersection with the center thread of an unnamed creek;

thence run southeasterly along the center thread of an unnamed creek to its intersection with the northwest boundary of Lot 2 of Block 1 of Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northeasterly along the northwest boundary of said Subdivision and the northeasterly extension thereof to its intersection with the centerline of Highland Drive;

thence run southerly along the centerline of Highland Drive to its intersection with the westerly extension of the southern right-of-way line of Inwood Trail;

thence run easterly along the westerly extension of the southern right-of-way line of Inwood Trail and the continue along the southern right-of-way line of Inwood Trail to its intersection with the with the southern boundary of Block 3 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly and northerly along the boundary of Block 3 of said Subdivision to its intersection with the eastern boundary of Block 6 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the boundary of Block 6 of said Subdivision to its intersection with the eastern boundary of Block 9 of Woodland Hills Subdivision 3rd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

hence run northerly along the boundary of Block 9 of said Subdivision to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run easterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the eastern boundary of Block 9 of Woodland Hills Subdivision 3rd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the eastern boundary of Block 9 of said Subdivision to its intersection with the existing Corporate Limits of Madison, Alabama;

hence run easterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the eastern boundary of Block 9 of Woodland Hills Subdivision 3rd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the eastern boundary of Block 9 of said Subdivision to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run northeasterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the to its intersection with the centerline of the Southern Railway, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County as of September 25, 2023.

District 7

Beginning at the intersection of the centerline of the Balch Road and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;

thence run southerly along the Balch Road to its intersection with the centerline of Tottenham Way;

thence run westerly along the centerline of Tottenham Way to its intersection with the centerline of Liverpool Drive;

thence run southerly along the centerline of Liverpool Drive to its intersection with the center thread of an unnamed creek;

thence run westerly along the centerline of said unnamed creek to its intersection with the west boundary of Buckingham Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the west boundary of said Subdivision to a point on the northeast corner of Lot 112 Village at Walden Preserve Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run westerly along the north line of Lot 112 of said Subdivision and continue along the westerly extension thereof to its intersection with the centerline of Equestrian Lane;

thence run northerly along the centerline of Equestrian Lane to its intersection with the northern boundary of Village at Walden Preserve Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run westerly along the northern boundary of said Subdivision to the Northeast corner of The Walden Preserve Subdivision Lot PRE A, as described in the Office of the Judge of Probate in Madison County, Alabama;

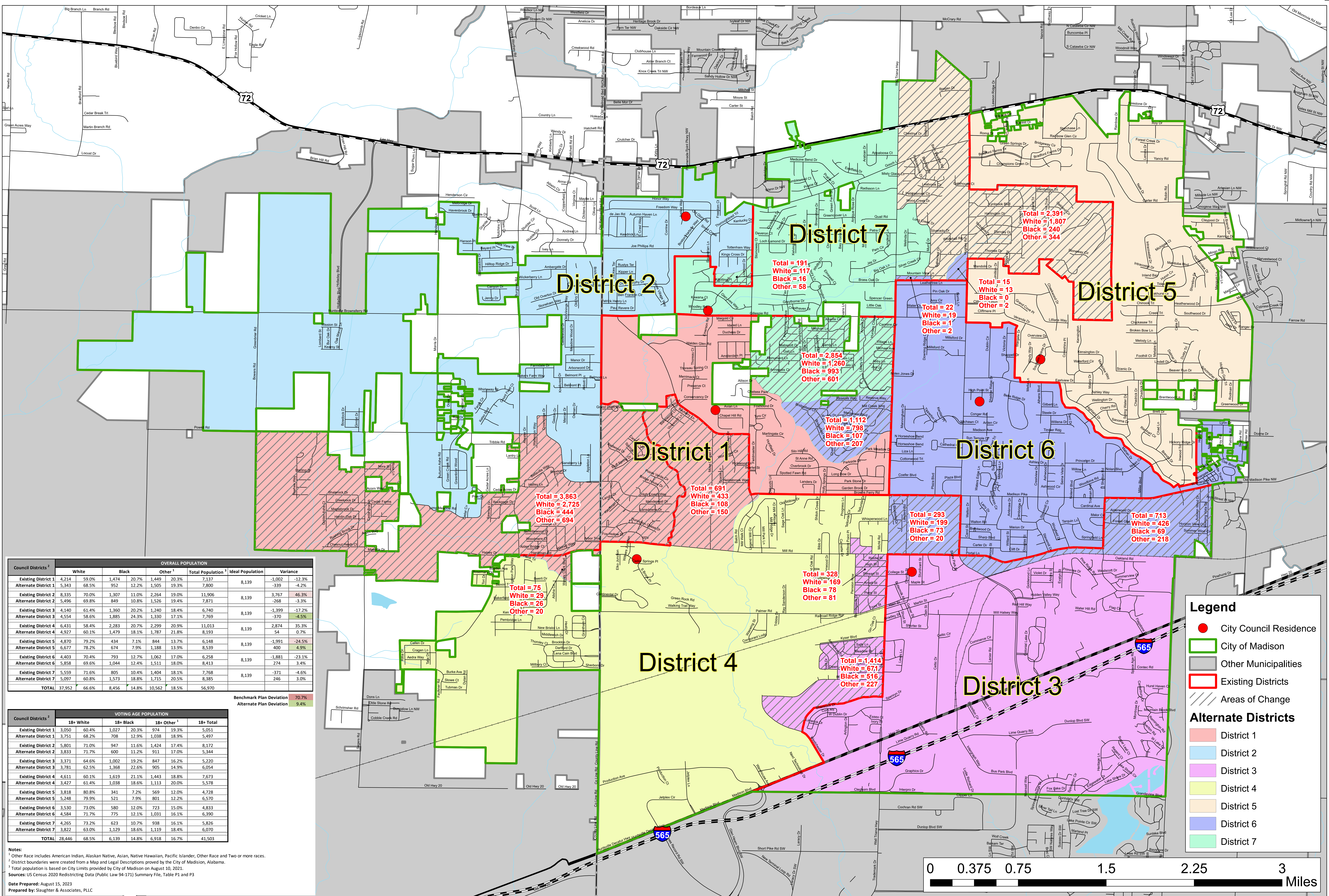
thence run westerly along the northern boundary of said Lot to the Northwest corner thereof;

thence run southerly along the western boundary of said Lot and extension thereof to the centerline of Gillespie Road;

thence run easterly along the centerline of Gillespie Road to its intersection with the northerly extension of the western boundary of the property described in Document #20110407000191060, Dated April 7, 2011 in the Office of the Judge of Probate in Madison County, Alabama, said extension of the western boundary of said property being on the existing corporate limits of the City of Madison, Alabama;

thence run southerly and continue along the existing corporate limits of the City of Madison, Alabama to its intersection with the centerline of Balch Road;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly along the centerline of Balch Road to its intersection with the existing corporate limits of the City of Madison, Alabama;
 thence run southerly and continue along the existing corporate limits of the City of Madison, Alabama to its intersection with the center thread of an unnamed creek;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run southeasterly along the center thread of said unnamed creek to its intersection with the center thread of Mill Creek;
 thence run northeasterly along the center thread of Mill Creek to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run easterly along the existing Corporate Limits of Madison, Alabama to its intersection with north line of The Reserve at Bridgefield Subdivision 4th Addition, as described in the Office of the Judge of the Probate in Madison County, Alabama;
 thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly along the north line of said Subdivision and the easterly extension thereof to its intersection with the centerline of Triana Highway;
 thence run northerly along the centerline of Triana Highway to its intersection with the centerline of Mountain View Lane;
 thence run easterly along the centerline of Mountain View Lane to its intersection with the centerline of Murry Drive;
 thence run northerly along the centerline of Murry Drive to its intersection with the centerline of Long Creek Drive;
 thence run westerly and northerly along the centerline of Long Creek Drive to its intersection with the centerline of Wood Creek Drive;
 thence run westerly, southwesterly, and westerly along the centerline Wood Creek Drive to its intersection with the centerline of Wall Triana Highway;
 thence run northerly along the centerline of Wall Triana Highway to its intersection with the existing Corporate Limits of Madison, Alabama;
 thence run westerly and continue along the existing Corporate Limits of Madison, Alabama to its intersection with the to its intersection with the centerline of the Balch Road, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County as of September 25, 2023.



OVERALL POPULATION									
Council Districts ²	White	Black	Other ¹	Total Population ³	Ideal Population	Variance			
Existing District 1	4,214	59.0%	1,474	20.7%	1,449	20.3%	7,137	-1,002	-12.3%
Alternate District 1	5,343	68.5%	952	12.2%	1,505	19.3%	7,800	-339	-4.2%
Existing District 2	8,335	70.0%	1,307	11.0%	2,264	19.0%	11,906	3,767	46.3%
Alternate District 2	5,496	69.8%	849	10.8%	1,526	19.4%	7,871	-268	-3.3%
Existing District 3	4,140	61.4%	1,360	20.2%	1,240	18.4%	6,740	-1,399	-17.2%
Alternate District 3	4,554	58.6%	1,885	24.3%	1,330	17.1%	7,769	-370	-4.5%
Existing District 4	6,431	58.4%	2,283	20.7%	2,299	20.9%	11,013	2,874	35.3%
Alternate District 4	4,927	60.1%	1,479	18.1%	1,787	21.8%	8,193	54	0.7%
Existing District 5	4,870	79.2%	434	7.1%	844	13.7%	6,148	-1,991	-24.5%
Alternate District 5	6,677	78.2%	674	7.9%	1,188	13.9%	8,539	400	4.9%
Existing District 6	4,403	70.4%	793	12.7%	1,062	17.0%	6,258	-1,881	-23.1%
Alternate District 6	5,858	69.6%	1,044	12.4%	1,511	18.0%	8,413	274	3.4%
Existing District 7	5,559	71.6%	805	10.4%	1,404	18.1%	7,768	-371	-4.6%
Alternate District 7	5,097	60.8%	1,573	18.8%	1,715	20.5%	8,385	246	3.0%
TOTAL	37,952	66.6%	8,456	14.8%	10,562	18.5%	56,970		

Alternate Plan Deviation							9.4%
Council Districts ²	VOTING AGE POPULATION						
	18+ White	18+ Black	18+ Other ¹		18+ Total		
Existing District 1	3,050	60.4%	1,027	20.3%	974	19.3%	5,051
Alternate District 1	3,751	68.2%	708	12.9%	1,038	18.9%	5,497
Existing District 2	5,801	71.0%	947	11.6%	1,424	17.4%	8,172
Alternate District 2	3,833	71.7%	600	11.2%	911	17.0%	5,344
Existing District 3	3,371	64.6%	1,002	19.2%	847	16.2%	5,220
Alternate District 3	3,781	62.5%	1,368	22.6%	905	14.9%	6,054
Existing District 4	4,611	60.1%	1,619	21.1%	1,443	18.8%	7,673
Alternate District 4	3,427	61.4%	1,038	18.6%	1,113	20.0%	5,578
Existing District 5	3,818	80.8%	341	7.2%	569	12.0%	4,728
Alternate District 5	5,248	79.9%	521	7.9%	801	12.2%	6,570
Existing District 6	3,530	73.0%	580	12.0%	723	15.0%	4,833
Alternate District 6	4,584	71.7%	775	12.1%	1,031	16.1%	6,390
Existing District 7	4,265	73.2%	623	10.7%	938	16.1%	5,826
Alternate District 7	3,822	63.0%	1,129	18.6%	1,119	18.4%	6,070
TOTAL	28,446	68.5%	6,139	14.8%	6,918	16.7%	41,503

Notes:
¹ Other race includes American Indian, Alaskan Native, Asian, Native Hawaiian, Pacific Islander, Other Race and Two or more races.
² District boundaries were created from a Map and Legal Descriptions provided by the City of Madison, Alabama.
³ Total population is based on City Limits provided by City of Madison on August 10, 2021.
Sources: US Census 2020 Redistricting Data (Public Law 94-171) Summary File, Table P1 and P3
Date Prepared: August 15, 2023
Prepared by: Slaughter & Associates, PLLC



SLAUGHTER

& ASSOCIATES

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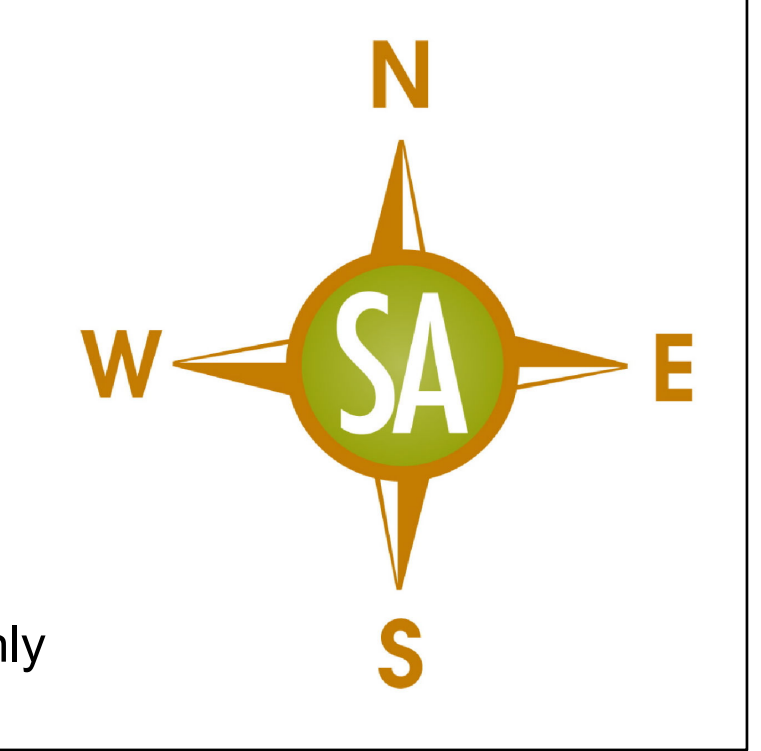
Preliminary Redistricting Plan Three

Election Districts (Council Districts)

City of Madison, Alabama

Source(s):
Mississippi Automated Resource Information
System (MARIS); US Census Bureau 2020
Redistricting Data (Public Law 94-171)
Summary File, Table P1 and P3; US Census
Bureau 2020 TIGER Line Files;
City of Madison, Alabama

Note: This map is accurate for planning purposes only
Date: August 15, 2023



RESOLUTION NO. 2023-318-R

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

Philimond S. Smith's request to rezone property located South of Palmer Road, West of Tribble Drive from M-2 (General Industrial District) to M-1 (Restricted Industrial District) and

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

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

SECTION 1. A public hearing will be held by the City Council on November 13, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 9th day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 9th day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on October 18, 2023

Attachment A

PROPOSED ORDINANCE NO. 2023-319

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS M-1
(RESTRICTED INDUSTRIAL DISTRICT).**

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

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

312 Palmer Road

Lot 1, Resubdivision of Lot 1, Block 2, Pride Industrial Park, Plat Book 20, Page 77

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be M-1 (Restricted Industrial District).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of _____, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

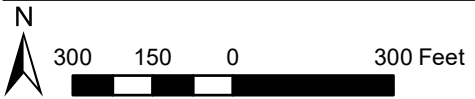
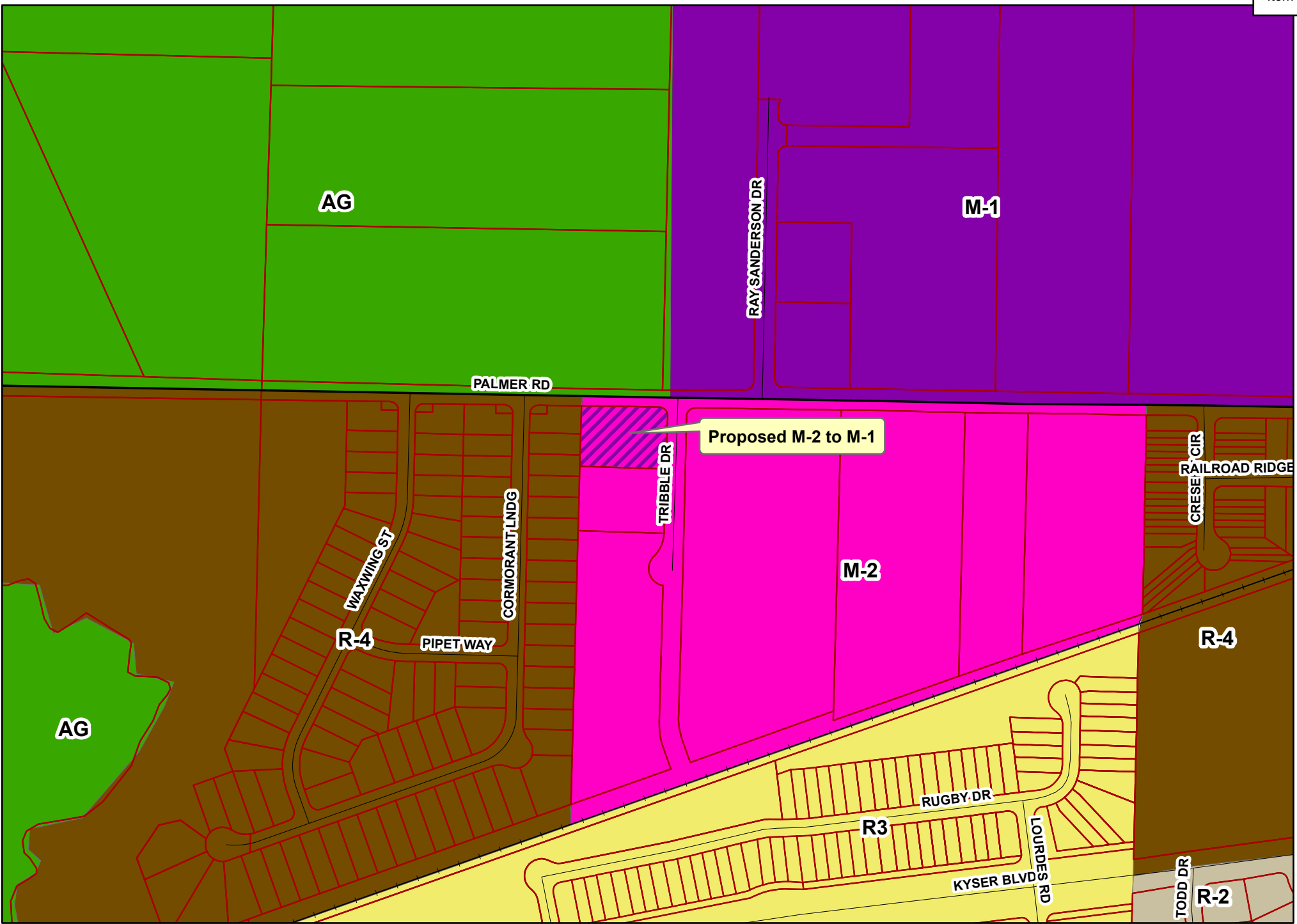
ATTEST:

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

Approved this ____ day of _____, 2023.

Paul Finley, Mayor

City of Madison, Alabama



Proposed M-2 to M-1

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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO M-1
(RESTRICTED INDUSTRIAL DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Philimond S. Smith, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13th day of November, 2023, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

312 Palmer Road

Lot 1, Resubdivision of Lot 1, Block 2, Pride Industrial Park, Plat Book 20, Page 77

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 18th day of October, 2023.

DATED at Madison, Alabama, this 25th day of October, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

RESOLUTION NO. 2023-320-R

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

RealityFusion6, LLC's request to rezone property located North of Palmer Road, West of Pension Row from AG (Agricultural District) to R-1B (Low Density Residential District) and

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

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

SECTION 1. A public hearing will be held by the City Council on November 13, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 9th day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 9th day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on October 18, 2023

Attachment A

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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-
 1B (LOW DENSITY RESIDENTIAL DISTRICT).**

13 Pension Row

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS COMMENCING AT A RAILROAD SPIKE PURPORTED TO BE THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 17; THENCE NORTH 88 DEGREES 00 MINUTES 14 SECONDS EAST A DISTANCE OF 1147.08 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 49 SECONDS WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 21 SECONDS EAST A DISTANCE OF 2414.01 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 11.28 FEET TO A 5/8 INCH REBAR FOUND; THENCE NORTH 01 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 170.00 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780" AND BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 616.78 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780" AT THE SOUTHWEST CORNER OF A TRACT OF REAL ESTATE OWNED BY JAMES SANDIFER; THENCE NORTH 88 DEGREES 55 MINUTES 14 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF THE JAMES SANDIFER PROPERTY A DISTANCE OF 396.13 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLW 21780" SAID POINT IS SAID TO BE ON THE RIGHT OF WAY FOR PENSION ROW; THENCE SOUTH 01 DEGREES 20 MINUTES 33 SECONDS EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 595.99 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780"; THENCE SOUTH 88 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING.

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by RealityFusion6, LLC, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13th day of November, 2023, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 18th day of October, 2023.

DATED at Madison, Alabama, this 25th day of October, 2023.

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

PROPOSED ORDINANCE NO. 2023-321

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1B
(LOW DENSITY RESIDENTIAL DISTRICT).**

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

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

13 Pension Row

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS COMMENCING AT A RAILROAD SPIKE PURORTED TO BE THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 17; THENCE NORTH 88 DEGREES 00 MINUTES 14 SECONDS EAST A DISTANCE OF 1147.08 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 49 SECONDS WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 21 SECONDS EAST A DISTANCE OF 2414.01 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 11.28 FEET TO A 5/8 INCH REBAR FOUND; THENCE NORTH 01 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 170.00 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780" AND BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 616.78 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780" AT THE SOUTHWEST CORNER OF A TRACT OF REAL ESTATE OWNED BY JAMES SANDIFER; THENCE NORTH 88 DEGREES 55 MINUTES 14 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF THE JAMES SANDIFER PROPERTY A DISTANCE OF 396.13 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLW 21780" SAID POINT IS SAID TO BE ON THE RIGHT OF WAY FOR PENSION ROW; THENCE SOUTH 01 DEGREES 20 MINUTES 33 SECONDS EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 595.99 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780"; THENCE SOUTH 88 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1B (Low Density Residential District).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of _____, 2023.

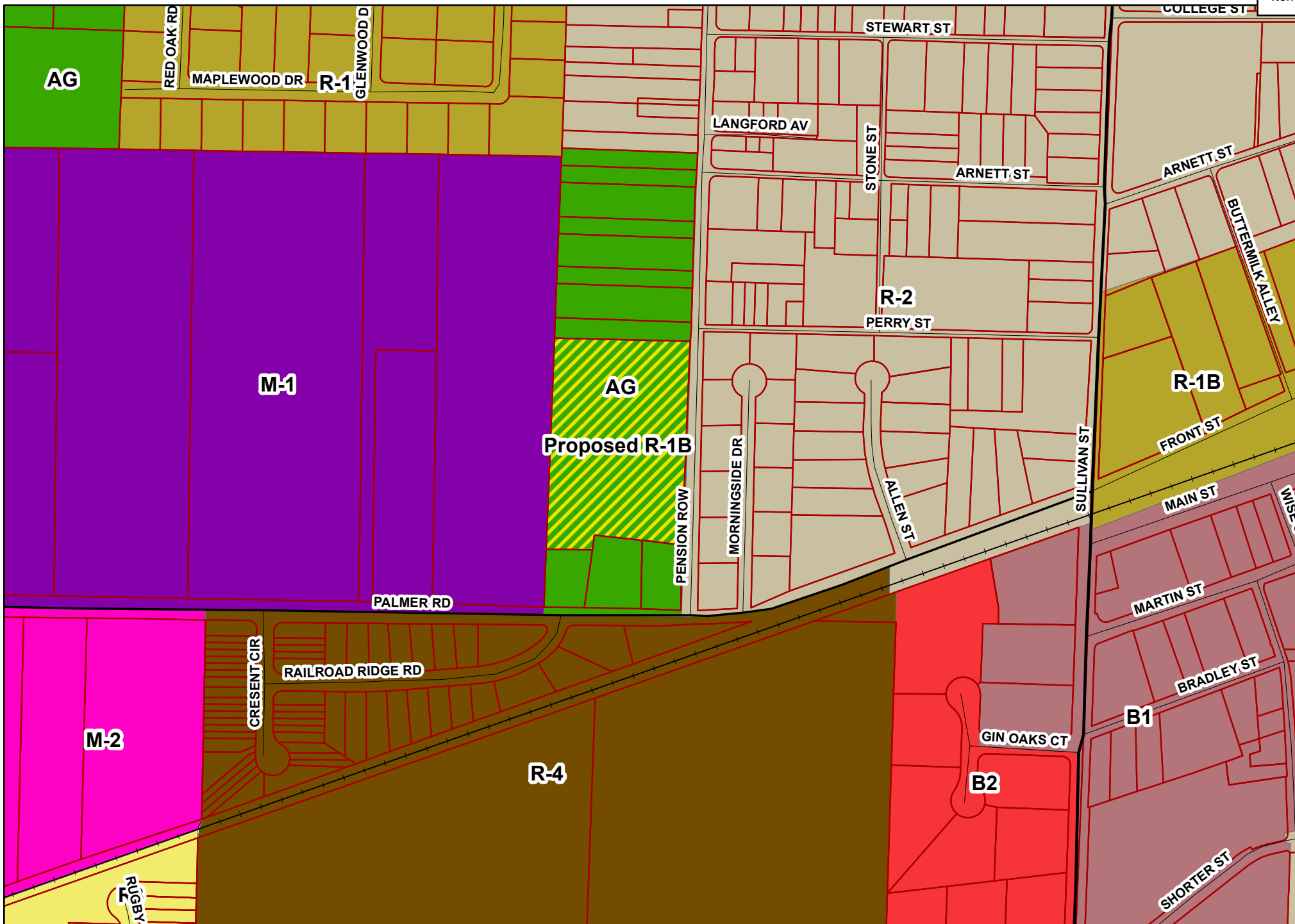
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama



Proposed AG to R-1B

RESOLUTION NO. 2023-322-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Ordinance, and has made, or will prior to the below referenced Public Hearing make, a report of their recommendations concerning the following requested action(s), to-wit:

Old Town Investments, LLC's request to amend the Official Zoning Ordinance revising Article IV, Section 4-16-2, Permitted Uses and Article IV, Section 4-16-4, Prohibited Uses for the UC District

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

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

SECTION 1. A public hearing will be held by the City Council on November 13, 2023 at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Ordinance of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A, which includes those subsections of Section 4-16-2 and Section 4-16-4 being amended

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 9th day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance, one (1) time in the *Madison County Record* on October 18, 2023

Attachment A**PROPOSED ORDINANCE NO. 2023-323****OLD TOWN INVESTMENTS, LLC’S REQUEST TO AMEND THE OFFICIAL ZONING
ORDINANCE REVISING ARTICLE IV, SECTION 4-16-2, PERMITTED USES AND
ARTICLE IV, SECTION 4-16-4 PROHIBITED USES FOR THE UC DISTRICT****BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS
FOLLOWS:****Section 4-16-2. Permitted Uses**

1. Housing & Lodging
 - a. Hotels and ancillary facilities
 - b. Multi-Family Residential
 - c. Single Family Attached (Row Houses/Townhouses/Brownstones)
 - d. Live/Work Units
2. Commercial
 - a. Alcohol Sales
 - b. Craft Breweries and Distilleries
 - c. Conference & Meeting Facilities
 - d. Day Spas
 - e. Child Care Centers, consistent with Section 4-6A-5.5b-d
 - f. Entertainment – Indoor
 - g. Financial institutions, including ATMs
 - h. General Office
 - i. Medical Office
 - j. Recreation – Indoor and Outdoor
 - k. Restaurants, cafes, and taverns
 - l. Retail
3. Public and Semi-Public
 - a. Open Space and Plazas
 - b. Parking Facilities
 - c. Public Administration and Safety Facilities
 - d. Stormwater Management and Utilities

Section 4-16-4

1. Single Family Detached Dwellings
2. Duplexes
3. Industrial uses
4. Car Washes
5. Mini Storage Facilities
6. Veterinary Hospitals
7. Automobile Service Repair (Minor and/or Major)
8. Small Engine and Motor Repair
9. Real Estate offices on the ground floor, except leasing offices for property within the UC District

SECTION 2. Effective Date. This Ordinance shall become effective upon the final passage and adoption thereof by the City Council of the City of Madison, Alabama, and upon its publication as required by law.

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of _____, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama

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

**OLD TOWN INVESTMENTS, LLC’S REQUEST TO AMEND THE OFFICIAL ZONING
ORDINANCE REVISING ARTICLE IV, SECTION 4-16-2 PERMITTED USES AND ARTICLE
IV, SECTION 4-16-4 PROHIBITED USES FOR THE UC DISTRICT**

NOTICE IS HEREBY GIVEN The City of Madison, Alabama, will hold a public hearing on the 13th day of November, 2023, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning Ordinance of the City of Madison, as follows:

Article V, Section 4-16-2 Permitted Uses would be amended to allow Child Care and Medical Offices.

Article V, Section 4-16-4 Prohibited Uses would be amended to delete Medical/Dental Offices on the ground floor, unless accompanied by a fifty (50) percent retail component.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 18th day of October, 2023.

DATED at Madison, Alabama, this 25th day of October, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ORDINANCE NO. 2023-314

AN ORDINANCE AMENDING CHAPTER 8 OF THE MADISON CITY CODE

WHEREAS, the City of Madison Director of Planning and Economic Development has recommended that the City Council amend the City Code to provide for an application process for the placement of murals within the City; and

WHEREAS, the City of Madison Director of Planning and Economic Development has also recommended that the City Council amend the City Code to provide for an appeal process for the denial of a mural application; and

WHEREAS, the City Council received input from citizens and civic groups on the benefits of and regulations for murals.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code of Ordinances is hereby amended as follows:

Section 1. Chapter 8, Article II shall be amended to insert the following revised first sentence of Section 8-26 with all remaining provisions of this Section remaining in force undisturbed:

“Sec. 8-26. Appeals

With the exception of the appeals processes detailed in Article IV, Divisions 3 and 4 of this Chapter for the permitting of small cell antennas and murals, whenever under this chapter it is alleged that there is an error in any decision, order, grant of permit, refusal to grant permit, or any other requirement or determination made by any official, building official, department head, agency or other authority charged with enforcement of or decision-making power under the applicable provisions of this chapter, any person aggrieved including any official, building, department head, agency or other authority of the municipality shall have the right to administrative review before the construction board of appeals, in accordance with procedures prescribed in the International Codes as adopted herein.”

Section 2. Chapter 8, Article IV shall be amended to insert the following Division immediately after Division 3:

“Division 4. Murals

Sec. 8-98.75. Definitions.

The terms below have the following meanings for purposes of this chapter.

- (a) *Development Plan* means a plan that shows the proposed mural and describes the relationship of the mural to the surrounding context, the surface to which the mural will be attached or applied, mural dimensions, proposed materials and colors, and application techniques.
- (b) *Maintenance Plan* means a plan for the preservation, routine care, restoration, and removal of a mural.

- (c) *Mural* means any graphic, painting, painted or tiled wall surface or copy that is visible and projects a graphic display and/or image that does not direct attention to an organization, business, a product, commodity or service for sale or lease or any other similar interest or activity.
- (d) *Mural Advisory Board* is a five-member body established pursuant to City Code of Ordinances Chapter 28, Article VI that provides guidance, review and approval of murals.

Sec. 8-98.76. Location - generally.

- (a) Murals are permitted on public property and within the Neighborhood Business (B1) District, Urban Center (UC) District, and Traditional Neighborhood Development (TND) District. Murals within the TND District will only be permitted in the designated Neighborhood Center Areas.
- (b) Murals shall be located as to be visible from a street, pedestrian path, or other publicly accessible space.
- (c) Wall surfaces must be associated with a building or its accessory structures and cannot be freestanding wall structures.

Sec. 8-98.77. Permit Required.

- (a) Murals must receive a Certificate of Approval signed by the Mural Advisory Board. Murals proposed in the Madison Station Historic District must first obtain a Certificate of Approval, which will be forwarded to the Historic Preservation Commission for consideration in granting approval of a Certificate of Appropriateness.
- (b) Application for a Certificate of Approval will follow standard procedures and have a fee of \$100. Applications shall include and address the following:
 - (1) Development plan including schematic design.
 - i. Relationship with the building and surrounding properties
 - ii. Location and dimensions of mural
 - iii. Colors, materials, type of surface, and techniques to be used during application.
 - (2) Maintenance plan
 - i. Preservation, routine care, and restoration methods upon completion
 - ii. Techniques required.
 - iii. List of responsible parties for maintenance, removal, and contract agreement
 - iv. Methods of removal once the lease is over or if mural is too damaged to be repaired.
- (c) Approved murals require an installation permit, with a fee of \$50, for a term of three to seven years. Murals must be completed within six months of receiving the permit.
- (d) Modification to an existing mural will be processed as a new mural request.

Sec. 8-98.78. Mural Inspection, Renewal and Removal.

- (a) Inspection of murals will be at the end of the summer season and the end of the winter season to ensure it has been maintained properly during harsh environments.
 - (1) In the event of damage due to a storm or accident, the inspection of the mural will occur as soon as feasible.
- (b) The Mural Advisory Board as well as inspectors from the Building Department will deem if a mural has become too damaged to repair.
- (c) A mural permit may be renewed if the mural has been maintained properly.
- (d) If a mural is deemed too damaged to repair, the property owner will be notified that the mural must be removed or painted over within 30 days.

Sec. 8-98-79. Specific Mural Requirements

- (a) There shall be no more than two murals per building.
- (b) Murals may only be installed on side or rear walls of buildings, except consideration shall be given to front walls for mixed use buildings in the B1 District that do not have a side wall.
 - (1) Murals on front walls shall not cover more than 25 percent of the wall façade.
- (c) Window murals are permitted provided they do not occupy more than 25 percent of the window area.
 - (1) Paint used for window murals must be durable to the environment, but also easily removable once the term has expired.
- (d) Murals may not cover or detract from the significant or character-defining architectural features of a structure.
 - (1) Murals must complement and enhance the structure they are applied to.
- (e) Murals must exhibit skilled application standards consistent with sound and generally accepted artistic practices and principles.
- (f) Paint must be of superior quality intended for exterior use so not to corrode or compromise the integrity of the material of the building it is applied to.
 - (1) Paint that is reflective, fluorescent, or metallic is prohibited.
 - (2) A weather resistant sealant and anti-graffiti coating shall be applied upon completion.
 - (3) Walls on which murals are located must be cleaned using the gentlest means possible and primed with appropriate paint.

- (g) Walls on which murals are located must be in good repair with roof, flashing and parapets in good condition.
- (h) Lighting for murals must be shielded and directed towards the mural to ensure no spillage of light onto surrounding properties.
- (i) The location, size, nature, or type of mural shall not create a hazard to the safe and efficient operation of vehicles nor create a condition that endangers the safety of persons or property thereon.
 - (1) Murals may not extend beyond the eaves, parapet, or sides of a building.
 - (2) Murals must be located to engage and encourage pedestrian interaction.
 - (3) Murals with a proposed projection from the wall that is located less than eight feet from adjacent ground surface shall have a lawn separating the mural wall and the sidewalk so as to not cause an obstruction of pedestrian traffic.
 - i. If the proposed projection is designed to be interactive, an ADA compliant pathway, approved by the City of Madison, should connect from the sidewalk to the mural.
- (j) Budgeting, insurance, liability, maintenance, and mural removal will be the responsibility of the property or business owner.
 - (1) Whether the rights of the artist commissioned to create the mural are retained or voided is determined by the contract agreement, as well as whether the artist may include their signature on the mural.
 - (2) The contract agreement must also address responsibilities for maintenance, removal, and artist rights if property ownership changes while the mural is still active.
 - (3) A copy of the contract agreement and any amendments thereto must be provided to the City.
- (k) Copyright ownership will be that of the property owner for reproduction of the image (i.e., stickers, apparel, etc.) unless otherwise agreed upon.
- (l) Murals proposed in the Madison Station Historic District shall also follow the District's Regulations and Guidelines pertaining to mural design and requirements.

Sec. 8-98-80. Appeal of Mural Advisory Board Decision.

- (a) A final decision of the Mural Advisory Board may be appealed to the City Council upon filing a written statement with the City Clerk providing the date of the decision, the precise decision of the Board being appealed and a precise statement of the grounds for the City Council to reverse any decision of the Board.
- (b) A copy of the written appeal must also be served on the City Attorney contemporaneously with the filing of the appeal with the City Clerk.

- (c) The City Council will hear the appeal during a regularly scheduled council meeting within forty-five days of the date said appeal is filed with the City Clerk.
- (d) The City Council shall apply a *de novo* standard of review.
- (e) The City Council may consider new evidence not considered by the Mural Advisory Board during the appeal hearing.
- (f) A reversal of the Mural Advisory Board shall require a majority vote of the City Council. Furthermore, the Council's decision on the appeal may be predicated upon additional conditions and/or other required changes to the mural design not considered by the Mural Advisory Board."

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

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

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

READ, PASSED AND ADOPTED this 9th day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-315

AN ORDINANCE AMENDING CHAPTER 28 OF THE MADISON CITY CODE TO INSERT ARTICLE VI TITLED “MURAL ADVISORY BOARD”

WHEREAS, the City of Madison Director of Planning and Economic Development has recommended that the City Council establish an advisory board vested with the authority to provide guidance, review and approval of murals proposed within the City pursuant to Chapter 8, Article IV, Division 4 of the City Code of Ordinances; and

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended as follows:

Section 1. Chapter 28 shall be amended to insert the following Article immediately after Article V:

“ARTICLE VI. MURAL ADVISORY BOARD

Sec. 28-250. Purpose.

The purpose of this article is to provide for the establishment of a mural advisory board to provide guidance, review, and approval of murals proposed and installed in the city pursuant to Chapter 8, Article IV, Division 4 of the City Code of Ordinances.

Sec. 28-251. Members; terms of office; removal; rules.

- (a) The board shall be composed of five members and shall consist of city residents that are artists, architects, faculty, or governing body members of a school of art or architecture, one experienced business executive, and one employee of the City.
- (b) Members shall be nominated and appointed by the mayor and city council.
- (c) Except for the original members of the board, members shall serve four-year terms and shall be appointed in such a manner so as to serve overlapping terms. Two of the original members of the board shall be appointed to serve two-year terms, and the remainder shall be appointed to serve four-year terms. Members of the board may be reappointed.
- (d) Members of the board may be removed for cause by the city council.
- (e) Vacancies on the board shall be filled by persons nominated and appointed by the mayor and city council. Such appointments shall be for the unexpired term of the member replaced.
- (f) The members shall serve without compensation.
- (g) Members of the board shall elect a chairperson and a vice-chairperson. The board shall adopt rules of procedure and bylaws to govern its operations.”

Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or

application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 9th day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-164

**AN ORDINANCE AMENDING THE
GROUNDS REGULATIONS FOR CITY OF MADISON CEMETERIES**

WHEREAS, Section 11-47-40 of the Code of Alabama, as amended, states that all cities and towns in the state have the power to own, regulate, improve, lay out, and control town or city cemeteries and permit additions thereto; and

WHEREAS, Chapter 12, Section 1 of the *Code of Ordinances, City of Madison, Alabama*, empowers the Madison Municipal Cemeteries Committee to make recommendations to the City Council regarding cemetery ground and structure maintenance and improvements regarding all cemeteries which the City owns, operates and maintains; and

WHEREAS, Chapter 12, Section 24 (b) of the *Code of Ordinances, City of Madison, Alabama*, gives the Director of Public Works authority to maintain the grounds of cemeteries that the City owns and operates; and

WHEREAS, Chapter 12 of the *Code of Ordinances, City of Madison, Alabama*, states that the City Council may, from time to time, establish grounds regulations for cemeteries that it owns and operates; and

WHEREAS, the Madison Municipal Cemeteries Committee has made certain recommendations to the City Council for the amendment of the City's grounds regulations to the extent those recommendations do not preempt State Law or diminish the aforementioned authority of the Director of Public Works to operate and maintain City owned cemeteries.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that Chapter 12, Section 24 (f) is repealed and replaced to read as follows:

“(f) *Restoration and Maintenance*.

- (1) Alabama Code Section 13A-7-23.1, “Alabama’s Burial Act,” prohibits the removal and/or restoration of any headstone, marker, monument, funerary object and/or any other structure located within a cemetery without the issuance of a permit by the Alabama Historical Commission located at 468 S. Perry Street, Montgomery, AL 36130-0900.
- (2) Criminal liability may be imposed on persons violating Alabama Code 13A-7-23.1.
- (3) Any application for a permit from the Alabama Historical Commission to conduct the removal and/or restoration of any headstone, marker, monument, funerary

object and/or any other structure located within a City of Madison cemetery must also be forwarded to the Director of Public Works at the address of 100 Hughes Road, Madison Alabama 35758.

- (4) The copy of the application for a permit submitted to the Alabama Historic Commission shall serve as a notice to the City for any proposed changes and/or renovations proposed for City owned Cemeteries. All authority to consider and grant such a permit remains solely vested in the Alabama Historical Commission.
- (5) No cleaning materials and/or cleaning method may be used on any headstone, marker, monument, funerary object and/or any other structure within a City owned cemetery without being sanctioned by the Alabama Historic Commission guidelines for maintaining and cleaning such structures. Said guidelines are available at ahc.alabama.gov/cemeteryprogram.aspx.
- (6) Any attempts to repair stonework and/or remove a headstone, marker, monument, funerary object and/or any other structure may only be conducted with a permit from the Alabama Historical Commission and shall only be conducted in full compliance with those plans submitted to the Alabama Historic Commission in support of such permit."

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that Chapter 12, Section 24 (g) and Chapter 12, Section 24 (h) shall be inserted after the revised Section 24 (f) as follows:

"(g) Cemetery Event Form Requirement. All persons and/or organizations participating in any event within a City owned cemetery must complete a Cemetery Event Form and return said form to the City Clerk prior to participating in the event. Cemetery Event Forms may be found on the City of Madison website under the Public Works Department.

(h) Miscellaneous.

- (1) Parking or driving on graves is prohibited.
- (2) Scattering cremated remains anywhere within any cemetery is prohibited.
- (3) Responsibility for compliance with these regulations and for communication of the same shall inure from the original purchaser or owner of the lot to all of those who succeed him or her by assignment, sale, or inheritance."

BE IT FURTHER ORDAINED that the City Council reaffirms its commitment to enforcement of these grounds' regulations, as amended, and authorizes and directs the Mayor 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 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

City Of Madison Cemetery Event Form

Please provide the requested information below for you and/or your group's upcoming activities within a City Cemetery. By signing this form, you are acknowledging that you and your group have reviewed and will comply with the City of Madison's cemetery grounds regulations provided in Chapter 12 of the *Code of Ordinances for the City of Madison, Alabama*. These regulations are enforced to protect and maintain the integrity of our cemeteries including the many historical (and irreplaceable) monuments and markers located within City Cemeteries.

Name of Responsible Party _____

Group Name (if applicable) _____

Describe your event (i.e., wreath laying, placing flags, cemetery stroll, restoration, etc.) _____

Dates of Event _____ **Time of Event** _____

Telephone Number _____ **E-mail** _____

By signing this document, you and your group are specifically acknowledging observance of the following rules for your event within a City Cemetery:

- No climbing or standing on markers or monuments.
- All trash and debris from your event will be removed by you and/or your group at the completion of the event.
- You will confirm that any water faucets used by your group are off upon the completion of your event.
- No driving on cemetery grounds outside of designated driveways.
- Your group will follow the State of Alabama regulations and guidelines for any cleaning or restoration efforts as detailed on the Alabama Historic Commission website: ahc.alabama.gov/cemeteryprogram.aspx.

Signature of Responsible Party: _____

Please return this form to the City Clerk, Madison City Hall, Room Number 134, 100 Hughes Road, Madison Alabama 35758.

Direction to Clerk Staff: *Forward to Director of Public Works & Cemetery Committee; no fee for completion of form.*

RESOLUTION NO. 2023-332-R

**A RESOLUTION AUTHORIZING AGREEMENT WITH ATHENS
UTILITIES FOR ITS PROVISION OF BILLING SERVICES FOR
GARBAGE AND TRASH COLLECTION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City a renewal of an agreement with Athens Utilities for the provision of billing and fee collection services for garbage and trash collection services provided to City residents in the Athens Utilities service area, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement For Billing Services," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of October 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 9th day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT FOR BILLING SERVICES

This Agreement for Billing Services (the "Agreement") is executed by and between the City of Madison, Alabama, a municipal corporation (hereinafter referred to as "City") and Athens Utilities, a division of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of Alabama, (hereinafter referred to as "AU").

WITNESSETH:

WHEREAS, the City has established and assessed mandatory trash and garbage collection charges for residential dwellings within the corporate limits of the City; and

WHEREAS, AU has the means to invoice and collect said fees from the residents of those dwellings which are located in Limestone County and served by AU; and

WHEREAS, the City desires to enter into this Agreement with AU for its provision of garbage and trash fee billing and collection services for residential dwellings within the City that are located in Limestone County;

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

Section 1. Commencement, Effective Date, and Term.

The term of this Agreement shall commence on October 1, 2023, and it shall remain and continue in full force and effect until September 30, 2026 (the "Term"), unless the same is terminated before said date pursuant to the provisions of this Agreement.

Section 2. Services.

As part of its monthly billing statement sent to its customers living within the corporate limits of the City, AU shall include a separate line item reflecting the total amount to be charged per residence for garbage collection and trash collection. AU then shall collect the fees remitted by those residential utility customers and disburse them according to Section 4.

Each month, AU shall provide the City available financial data related to the charge and collection of the garbage service and trash service fees, such as the total number of residential customers living within the City which were billed by AU for those services; the total amount collected by AU for those services; the total amount recorded as receivables; and the total amount allowed for accounts uncollectible.

Section 3. Payment for Services.

For the services provided under Section 2, the City will pay, and AU will accept for the period dating from October 1, 2023, through September 30, 2026, ninety-five cents (\$0.95) per residential customer located within the corporate limits of the City and billed by AU for utility services.

Section 4. Remittance of Receipts.

On a monthly basis, AU shall remit to the City all receipts for trash collection, less the amount owed to AU for all billing and collection services based on the fee set forth in Section 3, as determined by the prevailing contract price.

On a monthly basis, AU shall remit directly to the Madison County Commission, Sanitation Division, as the City's authorized contractor, all receipts for garbage collection as determined by the prevailing contract price.

Section 5. Currency of Pricing.

It shall be the responsibility of the City to provide AU with the duly authorized ordinance reflecting the current contract pricing for each service being billed under this Agreement. In the event of any future amendments to the amounts to be collected, City shall notify AU immediately upon the Council's authorization of such change and provide AU with a copy of the ordinance creating the change and provide the effective date thereof. The parties will cooperate to ensure any changes in pricing are approved, communicated, and implemented in an appropriate and timely fashion such that the contractor and the residents are billed and paid in accordance with the Council's action.

Section 6. Extension of Agreement.

This Agreement shall conclude and terminate (i) at the end of the Term and (ii) upon a written notice by either party to the other that the Agreement has concluded and terminated due to the end of the Term. If the Term has concluded and such notice has not been issued, then the Agreement shall continue on a month-to-month basis, until such notice is issued.

Section 7. Amendment.

To become effective, any amendment of this Agreement must be in writing, authorized by each party's governing body, and signed by their duly authorized representatives.

Section 8. Indemnity.

To the extent permitted by law, the City agrees to indemnify and hold AU harmless from all claims, lawsuits, actions or causes of action, which arise from or relate to AU's performance of its obligations under this Agreement.

Section 9. Termination of Agreement.

AU may terminate this Agreement at any time during the Term by serving a written notice to the City at least six (6) months prior to the termination date.

The City may terminate this Agreement during the Term by serving a written notice to AU at last six (6) months prior to the termination date.

Section 10. Notices.

Any notice provided pursuant to performance under this Agreement must be in writing and delivered by personal service, via a common carrier/document delivery service, or by placing the same in the United States Mail, certified mail, postage prepaid, return receipt requested,

addressed to the party as set forth below or such other address as the party may later designate by notice.

To City:

To AU:

Mayor's Office
City of Madison, Alabama
100 Hughes Road
Madison, Alabama 35758

Director of Finance
Athens Utilities
1806 Wilkinson Street
Athens, Alabama 35611

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

Two (2) signature pages to follow.

Remainder of page intentionally left blank.

Athens Utilities, a division of the City of Athens, Alabama, ATTEST:
a municipal corporation organized under the laws of the
State of Alabama,

William R. Marks, Mayor, City of Athens

Annette Barnes, City Clerk/Treasurer

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that William R. Marks and Annette Barnes, whose names as Mayor and City Clerk/Treasurer of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, as such officers and with full authority, they executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this _____ day of _____, 2018.

NOTARY PUBLIC

Remainder of page intentionally left blank.

City of Madison, Alabama, a municipal corporation

ATTEST:

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

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

Given under my hand and seal this ____ day of _____, 2023.

NOTARY PUBLIC

Remainder of page intentionally left blank.

RESOLUTION NO. 2023-326-R

**A RESOLUTION AUTHORIZING THE INSTALLATION OF ARTIFICIAL TURF FOR
THE KIDS' KINGDOM PLAYGROUND**

WHEREAS, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through Sourcewell, formerly known as National Joint Powers Alliance ("NJPA"); and

WHEREAS, the Recreation Department has requested installation of artificial turf for Kids Kingdom Playground; and

WHEREAS, the Recreation Department has verified that this artificial turf is not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Recreation Department has verified that Southwest Greens Birmingham, is an authorized dealer and experienced installer of this turf and is a participating Sourcewell vendor holding a valid Alabama business license; and

WHEREAS, the installation and purchase price of the turf does not exceed the \$100,000 threshold requirements for a competitive bid of a public works project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the above-mentioned purchase, and payment therefor are hereby authorized, the total amount expended not to exceed **fifty-two thousand three hundred ninety dollars and ninety dollars (\$52,390.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 9th day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 9th day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this 9th day of October 2023, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and Southwest Greens Birmingham, hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to sell the Owner artificial turf and perform the installation of this artificial turf at the Kids’ Kingdom Playground (the “Work”). Pursuant to the provisions of this Agreement and Attachment A: Estimate, the Contractor shall install 184SG Fresh Rye/Zoyzia blend turf, 57 Stone drainage base gravel, a limestone base sloped toward existing drainage points and beaded silica sand.

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay CONTRACTOR for the total sum not to exceed **fifty-two thousand three hundred ninety dollars (\$52,390.00.00)**.

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

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

5. **Time of the Essence:** Time is of the essence in the Contractor’s performance of its work, and the Contractor agrees that the Work shall be completed within fourteen (14) days of being given notice to proceed with the installation. The parties agree that the daily estimate damages to the Owner for a delay in the completion of the Project shall be of \$500 per day. The Contractor agrees to pay such \$500 daily liquidated damages in the absence of written waiver from the Owner to excuse any such delay in completion of the Work. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

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

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

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

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

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

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

Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

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

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

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

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be

decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

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

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

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

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

21. Notices:

All notices to the City shall be addressed as follows:

*City of Madison Parks and Recreation Department
Attn: Director
8324 Madison Pike
Madison, Alabama 35758*

With a copy to:

*City of Madison Legal Department
Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758*

All notices to Contractor shall be addressed as follows:

*Southwest Greens Birmingham
223 Crest Drive
Birmingham, AL 35209*

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

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

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

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

Notary Public

Southwest Greens Birmingham

By: _____

Printed: _____

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 Southwest Greens Birmingham 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 and official seal this _____ day of _____, 2023.

Notary Public

Southwest Greens Birmingham
 223 Crest Dr
 Birmingham, AL 35209
 (205)218-6881
 capstick11@yahoo.com

Estimate

ADDRESS

Kory Alfred
 Kids Kingdon Playground
 8324 Old Madison Pike
 Madison, Al

SHIP TO

Kory Alfred
 8324 Old Madison Pike
 Madison, Al

ESTIMATE # 2982

DATE 09/20/2023

ACTIVITY	QTY	RATE	AMOUNT
184SG Fresh Rye/Zoyzia Blend	4,030	13.00	52,390.00

This estimate includes the following:

Turf will be complete around playground, only excluding
 restroom building on west side

Size will vary in width from 5'-13' in certain areas

Installation of Southwest Greens 184SG Fresh Rye/Zoyzia
 blend

Install 57 Stone drainage base gravel

Install limestone base and slope towards existing drainage
 points.

Install 184SG Fresh Rye/Zoyzia blend to match natural turf
 look.

Install glue and nail hold downs to prevent turf from coming
 up

Install 2lbs per soft of clean round beaded silica sand.

Hydrochill to prevent excessive heat in summer months

This includes all labor Shipping tax and installation as well as
 15 year manufacturers fading warranty

Government Co-Op buying group

Source Well

031622-SII

Thank you for your valuable time. I will follow up with you in the next
 few days. We look forward to working with you in the future.

Andrew Capstickdale
 South West Greens Alabama
 (205) 218 6881

SUBTOTAL	52,390.00
TAX	0.00
TOTAL	\$52,390.00

Accepted By

Accepted Date