



**Agenda**  
**REGULAR/REORGINZATION MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**October 28, 2024**

AGENDA NO. 2024-20-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Matthew Griffin of River Valley Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. REORGANIZATION OF THE COUNCIL

**ELECTION OF COUNCIL PRESIDENT**

**ELECTION OF COUNCIL PRO TEMPORE**

**APPOINTMENT OF FINANCE CHAIR**

6. AMENDMENTS TO AGENDA

7. APPROVAL OF MINUTES

A. Minutes No. 2024-19-RG, dated October 14, 2024

8. PRESENTATIONS AND AWARDS

A. Presentation of 25-year pin to Lieutenant Greg Dees by Police Chief Johnny Gandy.

9. PUBLIC COMMENTS

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

10. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. **Resolution No. 2024-344-R:** Approval of services with Alabama Municipal Insurance Corporation for City Property and Liability Insurance Coverage (payable from the General Services Account)
- B. **Resolution No. 2024-345-R:** Authorizing an agreement with CivicPlus for Municipal Code of Ordinances subscription services (\$5,520.00 to be paid from City Clerk Department budget)
- C. **Resolution No. 2024-346-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062650 for damage to a 2012 Dodge Charger Police vehicle (\$4,428.49, after \$500 deductible, to be deposited into General Operating account)
- D. **Resolution No. 2024-348-R:** Ratifying a lease agreement with Canon Financial Services for the lease of a Canon copier at the Community Center located at 1329 Brownsferry Road (\$579.70 to be paid from Recreation Department budget)
- E. **Resolution No. 2024-351-R:** Authorizing a Contractor Agreement with Trav-Ad Signs for mounting hardware for installation of banners in Town Madison (\$891 to be paid from Planning Department budget)
- F. **Resolution No. 2024-352-R:** providing for the disposition of personal property of negligible value formerly used by the Parks and Recreation Department (truck, soccer goals, playground equipment, picnic tables, etc) via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances.
- G. Authorization of Payment to Morell Engineering, Inc. in the Amount of \$20,316.18 for CE&I work on Project 22-002 Madison Blvd Resurfacing and Signalization (Invoice 28119, PO 2024-1143) (to be paid from Fund 38)
- H. Acceptance of a check from Madison Street Festival in the amount of \$1,093.93 for the usage of MARS buses (to be deposited into the Recreation Department Salary Account)

11. 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. 2024-342-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**

12. BOARD/COMMITTEE APPOINTMENTS

13. 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](mailto:citycouncil@madisonal.gov).

- A. **Resolution No. 2024-140-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for the vacant lot at 0 Bradley Street (assessment fee of \$3,970.25)
- B. **Resolution No. 2024-343-R:** Request for a Restaurant Retail Liquor License from B & B County Line Road LLC., doing business as Beignets & Brew, for their location at 12120 County Line Road Suite C, Madison, AL 35756.

14. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No 2024-339-R:** Authorization of Amendment No. 3 to Professional Services Agreement with OHM Advisors on Project No. 23-011 (Balch & Gooch Roundabout) for design of additional sidewalk along Balch Road (amount not to exceed \$6,500, to be paid from Engineering Department budget)
- B. **Resolution No. 2024-349-R:** Authorizing Change Order No. 1 to contract with Miller & Miller for Project No. 20-008 | Brownsferry Road Culvert Replacement to include full width roadway, stabilization, and culvert undercut (\$74,933.00 to be paid from 2019 Gas Tax Fund account)
- C. **Resolution No. 2024-350-R:** Authorizing a Professional Services Agreement with Ivaldi Engineering, PLLC, for Project No. 25-003 | Powell Road and Burgreen Road Intersection Traffic Signal (\$65,895.00 to be paid from Engineering Department budget)

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. ADJOURNMENT

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

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



**MINUTES NO. 2024-19-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
OCTOBER 14, 2024**

The Madison City Council met in regular session on Monday, October 14, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Deborah Timmons from Asbury Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

Mayor Paul Finley	Absent
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	Absent
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 Meagan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Deputy Revenue Officer Ivon Williams, City Manager Steve Smith, Economic Development and External Affairs Officer Traci Gillespie, Facilities Director Gerald Smith, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Kenneth Jackson, Jennifer Coe, Mark Anderson, Mickey Donahue, Jean Ann Benefield, Paul Duskin, Billie Goodson, Sarah Yeldell, Micah Watts, Jacob Pendleton, and Jocelyn Broer.

**AMENDMENTS TO AGENDA**

City Attorney Megan Zingarelli had the following updates and/or changes listed below:

**Resolution No. 2024-341-R:** Under Legal department reports, asked to remove item

**Personnel Hearing and Executive Session:** Employee withdrew request for hearing

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-18-RG DATED SEPTEMBER 23, 2024**

Council Member Shaw moved to approve Minutes No. 2024-18-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**MINUTES NO. 2024-02-SP DATED SEPTEMBER 24, 2024**

Council Member Shaw moved to approve Minutes No. 2024-02-SP. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION OF PROCLAMATION BY MAYOR DESIGNATING THE DAY OF OCTOBER 22, 2024, AS REDSTONE TOASTMASTERS’ DAY.**

President Bartlett stood in for Mayor Finley and presented the Proclamation to Lillian Cooke of Toastmasters Club designating October 22,2024 as Redstone Toastmasters’ Day.

**PUBLIC COMMENTS**

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

**JOCELYN BROER (DISTRICT 4)**

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

- Resolution No. 2024-340-R-Objection as a taxpayer paying an additional four million dollars for an additional parking lot at Toyota Stadium
- Resolution No. 2024-341-R-Objection for school system having to pay over two million dollars for infrastructure

**MARGI DALY (DISTRICT 6)**

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

- Civil right violations
- Resolution No. 2024-340-R-Objection to parking lot project

**JEFFREY JOHNSON (DISTRICT 4)**

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

- Resolution No. 2024-302-R-Objection to having to disarm to enter a government building

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$4,470,192.30
Special General Operating Accounts	\$14,523.50
ADEM Storm Drainage	\$21,163.05
½ Cent Capital Replacement	\$226,323.15
½ Cent Infrastructure	\$30,720.97
Gasoline Tax & Petroleum Inspection fees	\$53,441.86
TVA Tax	\$2,796.68
Street Repair and Maintenance	\$1,451.48
Town Madison Incentive Fund	\$3,484,456.50
CIP Bond Accounts	\$77,126.23
Library Building Fund	\$26,850.26

Water Distribution and Storage	\$4,739,987.85
Venue Maintenance	\$58,525.08
Multi-Use Venue Collection Fund	\$1,569,251.28

Regular and periodic bills to be paid

Authorizing payment of invoice from Huntsville Residential Fencing for installation of fence behind Main Street Café (\$37,920.00 to be paid from General Services Special Projects)

Authorizing payment of Invoice No. 28348-1 to Morell Engineering for Project No. 22-002 | Madison Boulevard Resurfacing and Signalization (\$554.87 to be paid from Fund 38)

**Resolution No. 2024-323-R:** Authorizing an agreement with Cook's Pest Control, Inc. for termite services at Madison Community Center, 1329 Browns Ferry Road (initial year \$6,624 and \$2,024 annually thereafter. To be paid from Facilities & Grounds Department budget)

**Resolution No. 2024-324-R:** Authorizing an agreement with Cook's Pest Control for pest control services at Madison Community Center located at 1329 Browns Ferry Road (initial service cost of \$370 and \$185 per month thereafter. To be paid from Facilities & Grounds Department budget)

**Resolution No. 2024-334-R:** Authorizing an agreement with Docuware for cloud-based document storage system for a one-year term (\$34,898.92 to be paid from General Services rental contract line item)

**Resolution No. 2024-335-R:** Authorizing the renewal of catastrophic inmate medical insurance from Hunt Insurance Group, LLC, for an annual premium of \$9,739.82 (to be paid from General Services account)

**Resolution No. 2024-338-R:** Providing for the disposition of personal property of negligible value, formerly used by the Fire Department, via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances

Acceptance of donation from Bean's LLC in the amount of \$50.00 to be deposited in our Fire Donation Account

Acceptance of donation from Senator Butler to assist with funding the installation of a fence behind Main Street Café (\$20,000 to be deposited into Council Special Projects Fund)

Council Member Powell seconded. The roll call vote to approve the Consent Agenda 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	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

Absent

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Thanked everyone that came out to enjoy the Madison Street Festival
- Thanked the Madison Street Festival Committee and the volunteers for their hard work
- Shared the information on the T-shirts being sold by the Professional Firefighters Association- \$20.00 for short sleeves, \$25.00 for long sleeves

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Emphasized to Council that the mandatory training requirements start January 2025

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

No business to report

**COUNCIL DISTRICT NO. 4 GREG SHAW**

No business to report

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

- Announced that the October work session is scheduled for 5 p.m. October 28<sup>th</sup> prior to the next city council meeting.
- Finance meeting is cancelled in- lieu of the work session on October 28th

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

Absent



**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

No business to report

**BOARD/COMMITTEE APPOINTMENTS**

**MAYOR APPOINTMENT TO PLACE 3 OF MADISON PLANNING COMMISSION WITH A TERM EXPIRATION OF OCTOBER 15, 2030**

Council Member Seifert recommended on behalf of Mayor Finley to reappoint Troy Wesson to the Planning Commission with a term expiration of October 15, 2030. Troy Wesson was reappointed by acclamation.

**PUBLIC HEARINGS**

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

**RESOLUTION NO. 2024-308-R: REQUEST FOR A LOUNGE RETAIL LIQUOR - CLASS I LICENSE FROM W.S.H. VENTURES LLC., DOING BUSINESS AS VINE & OAK, FOR THEIR LOCATION AT 69 MARTIN STREET, MADISON, AL 35758**

Deputy Revenue Officer Ivon Williams informed Council that this is 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. There being none, she then closed the floor and entertained a motion from Council. Council Member Shaw moved to approve Resolution No. 2024-308-R. Council Member Wroblewski seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-309-R: REQUEST FOR AN ON-PREMISES BEER AND WINE LICENSE FROM MADISON HOTELS III LLC., DOING BUSINESS AS HOMEWOOD SUITES BY HILTON FOR THEIR LOCATION AT 540 TOWN MADISON BOULEVARD, MADISON, AL 35758**

Deputy Revenue Officer Ivon Williams informed Council that this is 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. There being none, she then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2024-309-R. Council Member Shaw seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-310-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM EXCHANGE HOTEL PARTNERS I LLC., DOING BUSINESS AS COURTYARD | RESIDENCE INN TOWN MADISON FOR THEIR LOCATION AT 260 STADIUM WAY, MADISON, AL 35758.**

Deputy Revenue Officer Ivon Williams informed Council that this is 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. There being none, she then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2024-310-R. Council Member Shaw seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-329-R: REQUEST FOR A LOUNGE RETAIL LIQUOR - CLASS I LICENSE FROM ENTICE BAR & GRILLE LLC., DOING BUSINESS AS ENTICE BAR & GRILLE, FOR THEIR LOCATION AT 8694 MADISON BOULEVARD SUITE J, MADISON, AL 35758**

Deputy Revenue Officer Ivon Williams informed Council that this is an updated 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. There being none, she then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2024-329-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	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2024-284-R: VACATING A PORTION OF LIME QUARRY ROAD RIGHT-OF-WAY (FIRST READING 09/23/2024)**

Council President Bartlett opened the floor for public comments regarding the request. Margi Daly shared her concerns regarding the right-of-way. Director of Development Services Mary Beth Broeren addressed the concerns of the public and extensively explained in detail the areas that will and will not be affected. President Bartlett then closed the floor and entertained a motion from Council. Council Member Powell moved to approve Resolution No. 2024-284-R. Council Member Shaw seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-287: ZONING CERTAIN PROPERTY OWNED BY LILY LANDHOLDINGS, INC. CONSISTING OF 89.27 ACRES LOCATED SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD AND WEST OF BOWERS ROAD FROM AG (AGRICULTURE) TO RC-2 (RESIDENTIAL CLUSTER DISTRICT NO. 2) (FIRST READING 08/26/2024)**

Director of Development Services Mary Beth Broeren shared extensive information including a slide presentation that pinpointed the acreage. Council President Bartlett opened the floor for public comments regarding this request. Margi Daly, Jocelyn Broer, and Tammi and Jeff Burgreen shared their concerns as citizens. Paul Duskin addressed the drainage concerns. Council President Bartlett then closed the floor and entertained a motion from Council.

Director of Development Services Mary Beth Broeren answered the public’s questions concerning the concept plan, drainage, and infrastructure. The Director of Development Services Mary Beth Broeren and City Engineer Micheal Johnson discussed extensively regarding the request for residential cluster zoning. Member Wroblewski moved to approve Proposed Ordinance No. 2024-287. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion failed.

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**ANNUAL UPDATE ON REBUILD ALABAMA ACT (2019) GAS TAX FUNDED PROJECTS**

City Engineer Michael Johnson shared information on the upcoming projects. He shared a short presentation and shared the two projects focused on the Browns Ferry culvert replacement and paving Research Boulevard project.

**RESOLUTION NO. 2024-279-R: AUTHORIZING CHANGE ORDER NO. 1 TO PROJECT 22-024 | MILL CREEK DITCH FOR MILLER & MILLER, INC., FOR MODIFICATIONS TO THE BASE BID (\$130,367.94 WITH THE ADDITION OF 95 CALENDAR DAYS, TO BE PAID FROM FUND 38)**

Council Member Shaw moved to approve Resolution No. 2024-279-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**FACILITIES AND GROUNDS**

**RESOLUTION NO. 2024-321-R: AUTHORIZING AN AGREEMENT WITH JOHNSON CONTROLS FOR ADDITION TO THE FIRE ALARM SYSTEM AT TOYOTA FIELD (\$2,869.59 TO BE PAID FROM THE MULTI-USE VENUE ACCOUNT)**

Council Member Spears moved to approve Resolution No. 2024-321-R. Council Member Powell seconded. Council President Bartlett asked for clarification on why this addition is needed. Director of Facilities and Grounds Gerald Smith explained that it was

overlooked during construction and is a safety issue. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-331-R: AUTHORIZING AN AGREEMENT WITH AMERICAN OVERHEAD DOOR FOR PREVENTATIVE MAINTENANCE SERVICES (\$16,277 TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2024-331-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-332-R: AUTHORIZING AN AGREEMENT WITH GEN-CO, INC. FOR GENERATOR MAINTENANCE SERVICES (\$15,200 TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2024-332-R. Council Member Seifert seconded. The 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	Aye
Council Member Karen Denzine	Absent

Motion carried.

**RESOLUTION NO. 2024-333-R: AUTHORIZING AN AGREEMENT WITH STATE SYSTEMS, INC. FOR INSPECTION SERVICES OF FIRE ALARM SYSTEMS (\$14,970 FIRST YEAR WITH \$2,800 ONE-TIME FEE FOR NEW CELLULAR DIALERS FOR**

**MONITORING, TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2024-333-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member Seifert asked Director of Facilities and Grounds Gerald Smith to explain why a contractor was needed vs. him doing the projects himself. Director of Facilities and Grounds, Gerald Smith explained that installing controls and adding an alarm system require a specific license and certification. The overhead door service requires a specialized contractor, and the generator services is as needed.

**FIRE & RESCUE**

**RESOLUTION NO. 2024-318-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PAS CONSULTING GROUP FOR PROMOTIONAL ASSESSMENT PROCESSES (\$27,550 TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-318-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING**

**PROPOSED ORDINANCE NO. 2024-305: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 113 BRYDON CIRCLE, LOT 56 OF BUCKINGHAM PHASE THREE SUBDIVISION (FIRST READING 09/23/2024)**

Council Member Teddy Powell moved to approve Proposed Ordinance No. 2024-305. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-312: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 244 YANCY ROAD, LOT 4 BLOCK 5 OF CHICKASAW ESTATES SUBDIVISION (FIRST READING 09/23/2024)**

Council Member Powell moved to approve Proposed Ordinance No. 2024-312. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-326: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNEBY DONALD WILLIAM AYERS AND DYNETTA OLIVIA JONES-AYERS LOCATED AT 11027 CARDINAL DRIVE (FIRST READING)**

First Reading Only

**RESOLUTION NO. 2024-328-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-327; ZONING CERTAIN PROPERTY OWNED BY DONALD WILLIAM AYERS AND DYNETTA OLIVIA JONES-AYERS CONSISTING OF 0.63 ACRES LOCATED NORTH OF POWELL ROAD AND WEST OF CARDINAL DRIVE TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 10/23/2024, SYNOPSIS 10/30/2024, PUBLIC HEARING 11/25/204)**

Council Member Powell moved to approve Resolution No. 2024-328-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-285-R: ACCEPTANCE OF A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED SOUTH OF LIME QUARRY ROAD**

Council Member Spears moved to approve Resolution No. 2024-285-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-336-R: AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GILBERT MCLAUGHLIN CASELLA, ARCHITECTS, PLC FOR CONSTRUCTION RELATED SERVICES FOR AN ADDITION TO TOYOTA FIELD (\$463,000 TO BE PAID FROM VENUE MAINTENANCE FUND)**

Council Member Shaw moved to approve Resolution No. 2024-336-R. Council Member Powell seconded. Council Member Wroblewski asked for clarification. Director of Development Mary Beth Broeren explained that Major League Baseball mandates certain sized rooms and amenities that will not fit the existing clubhouse. The vote was taken and recorded as follows:

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

Motion carried.

**POLICE**

**RESOLUTION NO. 2024-302-R: AUTHORIZING RENEWAL OF AGREEMENT WITH TRIDENT SECURITY SOLUTIONS, LLC, FOR SECURITY SERVICES AT CITY HALL COMPLEX FOR A ONE-YEAR TERM (\$172,380 TO BE PAID FROM POLICE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-302-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Connie Spears	Aye



Council Member Greg Shaw	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

**RECREATION**

**RESOLUTION NO. 2024-337-R: AUTHORIZING GRANT APPLICATION WITH AND PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME (\$181,395 TO BE PURCHASED VIA OMNIA PARTNERS PURCHASING COOPERATIVE, WITH 100% MATCHING FUNDS TO BE PAID FROM THE RECREATION DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-337-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL**

**RESOLUTION 2024-340-R: APPROVING PURCHASE AND SALE AGREEMENT FOR ADDITIONAL PARKING LOT PROPERTY BY TOYOTA FIELD FROM OLD TOWN INVESTMENTS, LLC (\$4,000,000 TO BE PAID FROM GENERAL FUND, CAPITAL OUTLAY)**

Council Member Spears moved to approve Resolution. 2024-340-R. Council Member Powell seconded. Council Member Wroblewski asked for a brief recap of the benefits of the additional parking being requested. City Attorney Meagan Zingarelli shared that additional parking is needed to support the contemplated expansion of Toyota Field as well as the entrance area being considered for redevelopment. 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	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 7: 41 p.m.

Minutes No. 2024-19-RG, dated October 14<sup>th</sup>, 2024, read, approved and adopted this 28<sup>th</sup> day of October 2024.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

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

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

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

**RESOLUTION NO. 2024-344-R**

A RESOLUTION TO APPROVE SERVICES WITH ALABAMA MUNICIPAL INSURANCE CORPORATION FOR CITY PROPERTY AND LIABILITY INSURANCE COVERAGE

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON,**

ALABAMA, that the City is hereby authorized to continue services with the Alabama Municipal Insurance Corporation for the provision of City property and liability insurance coverage and that the Mayor is hereby authorized and directed to execute, on behalf of the City, any documents as may be required to continue said service. The said service will be based on a three-year policy with a \$4,000,000 liability limit for the terms as stated from the Alabama Municipal Insurance Company and identified as Attachment A.

READ, PASSED, AND ADOPTED this 24<sup>th</sup> day of October 2024.

\_\_\_\_\_  
\_\_\_\_\_  
Council President  
City of Madison, Alabama

ATTEST:

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

APPROVED this \_\_\_\_\_ day of October 2024.

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



**INVOICE**

**ALABAMA MUNICIPAL  
INSURANCE CORPORATION**

110 North Ripley Street  
Montgomery, Alabama 36104  
(334) 386-3863

CITY OF MADISON, ETAL  
(SEE FORM IL 12 01 COM #1)  
100 HUGHES ROAD  
MADISON, AL 35758

PRODUCER NUMBER: 250      CUSTOMER NUMBER: 3970      INVOICE DATE: 09/27/2024      INVOICE NUMBER: 52455

PLEASE MAKE CHECKS PAYABLE TO ALABAMA MUNICIPAL INSURANCE CORPORATION

\$ \_\_\_\_\_ PAYMENT ENCLOSED

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE



**ALABAMA MUNICIPAL INSURANCE CORPORATION**  
110 N. Ripley St. • Montgomery, Alabama 36104 • (334) 386-3863

EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT	EXPIRATION
10/01/2024	0094947281262	Alabama Municipal Insurance Corporation		
		RENEW POL - Auto Commercial Liability	102,990.00	10/01/25
		RENEW POL - Uninsured Motorist	18,609.00	10/01/25
		RENEW POL - Comprehensive	81,592.00	10/01/25
		RENEW POL - Collision	115,838.00	10/01/25
		RENEW POL - Crime	1,000.00	10/01/25
		RENEW POL - Employee Benefits Liabilit	882.00	10/01/25
		RENEW POL - GarageKeepers	2,920.00	10/01/25
		RENEW POL - Commercial General Liabili	98,056.00	10/01/25
		RENEW POL - Increased Limits of Liabil	15,000.00	10/01/25
		RENEW POL - Inland Marine	77,277.00	10/01/25
		RENEW POL - Police Liability	147,785.00	10/01/25
		RENEW POL - Public Officials E&O	50,919.00	10/01/25
		RENEW POL - Property	246,386.00	10/01/25

**PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.  
NO RECEIPT WILL BE SENT UNLESS REQUESTED.**

959,254.00

If the insurance is not wanted, the policy or memorandum should be returned to our office at once.  
Holding the contract in your possession will be considered your acceptance of it.

**TOTAL AMOUNT DUE**

Policy Change  
Number: CPC - 4

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**POLICY CHANGES**

IL 12 01 11 85

POLICY NUMBER  0094947281262	POLICY CHANGES EFFECTIVE  10/01/2024	COMPANY  ALABAMA MUNICIPAL INSURANCE CORP.
NAMED INSURED  CITY OF MADISON, ETAL (See Form IL 12 01 COM #1)		AUTHORIZED REPRESENTATIVE  Alabama Municipal Insurance Corp.
COVERAGE PARTS AFFECTED  COMMERCIAL PROPERTY COVERAGE PART		
<p style="text-align: center;">CHANGES</p> <p>In consideration of the return premium of -\$1,494., It is agreed and understood that COMMERCIAL PROPERTY COVERAGE has been changed on the policy.</p> <p>Loc: 4 Bldg: 1 FIRE DEPARTMENT 4182 SULLIVAN STREET was deleted from the policy.</p> <p>Loc: 5 Bldg: 1 BOARD OF EDUCATION 4192 A SULLIVAN STREET was deleted from the policy.</p> <p>All other terms and conditions remain the same. sbrown 10/10/24</p>		

*Susan Brown*

Authorized Representative Signature

INVOICE

ALABAMA MUNICIPAL  
INSURANCE CORPORATION

110 North Ripley Street  
Montgomery, Alabama 36104  
(334) 386-3863

250 3970 10/01/2024 52550

CITY OF MADISON, ETAL  
(SEE FORM IL 12 01 COM #1)  
100 HUGHES ROAD  
MADISON, AL 35758

PLEASE MAKE PAYMENTS TO ALABAMA MUNICIPAL INSURANCE CORPORATION PAYMENT ENCLOSED



ALABAMA MUNICIPAL INSURANCE CORPORATION  
110 N. Ripley St - Montgomery, Alabama 36104 - (334) 386-3863

EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT	EXPIRATION
10/01/2024	0094947281262	Alabama Municipal Insurance Corporation RET PREM - Property	-1,494.00	10/01/25

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.  
NO RECEIPT WILL BE SENT UNLESS REQUESTED.

If the insurance is not wanted, the policy or memorandum should be returned to ALM within 30 days.  
Holding the contract in force beyond this time will be considered an acceptance.

-1,494.00  
TOTAL AMOUNT DUE



**RESOLUTION NO. 2024-345-R**

**AUTHORIZING SUBSCRIPTION AND PRINT SERVICES WITH CIVICPLUS, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement for an annual subscription service with CivicPlus for Municipal Code of Ordinances updates, said document to be substantially similar in purpose, intent, and composition to the attached quote dated September 18, 2024. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of October 2024.

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

**ATTEST:**

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

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

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


**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**
**Date:**
**Customer:**

Q-50459-1

9/18/2023 6:47 PM

 MADISON CITY,  
ALABAMA

Product Name	DESCRIPTION	QTY	TOTAL
Custom Online Code Hosting	Online Code Hosting Subscription	1.00	USD 1,140.00
Custom OrdBank Subscription	OrdBank Subscription	1.00	USD 495.00
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 3,885.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to [15] copies	15.00	USD 0.00
Quarterly Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis. Print Schedule 1, 4, 7, 10	1.00	USD 0.00
Annual Recurring Supplement Services - Initial Term		USD 5,520.00	
Annual Recurring Supplement Services - (Subject to Uplift)		USD 5,520.00	

1. This Statement of Work ("SOW") is between City of Madison, AL ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 10/1/2024 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

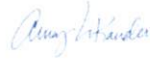
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

8/21/2024

## Addendum 1

<p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none"> <li>• Additional copies, reprints, binders, and tab orders;</li> <li>• Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;</li> <li>• Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;</li> <li>• Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;</li> <li>• Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;</li> <li>• Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;</li> <li>• Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;</li> <li>• Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.</li> <li>• The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and</li> <li>• Online Code hosting and online features, this is listed separately.</li> </ul> <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p>	<p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p>
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**RESOLUTION NO. 2024-346-R**

**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 062650 FOR DAMAGE TO POLICE VEHICLE**

**WHEREAS**, on September 20, 2024, at 7:50 a.m., which loss upon the best knowledge and belief of insured was caused by a collision with another vehicle.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$4,928.49, with a deductible of \$500.00, the full and final settlement of \$4,428.49.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$4,928.49, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$4,428.49. 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 28<sup>th</sup> day of October 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day October 2024

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

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

0094347281261  
POLICY NUMBER  
October 1, 2023  
EFFECTIVE DATE

\$500.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

062650MT  
ADJUSTER FILE NUMBER  
062650MT  
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2012	Dodge	Charger	2C3CDXAG6CH205171

**DATE OF LOSS CAUSE** A loss occurred on the 20th day of September, 2024, about the hour of 7:50 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by collision.

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

**VALUE (If a total loss)**  
**WHOLE LOSS DEDUCTIBLE AMOUNT** The actual cash value of above described automobile at the time of said loss .....  
THE ACTUAL LOSS AND DAMAGE to above described automobile was ..... \$4,928.49  
The deductible provision applicable to this loss ..... (\$500.00)

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

**CLAIMED** AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement .... \$4,428.49

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

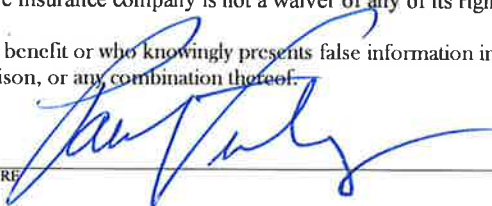
**SUBROGATION** The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said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

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

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

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


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

  
SIGNATURE \_\_\_\_\_

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

Subscribed and sworn to before me this 07 day of October, 2024



  
Kerri Sulyma  
NOTARY PUBLIC

**RESOLUTION NO. 2024-348-R**

**A RESOLUTION RATIFYING LEASE AGREEMENT WITH CANON FINANCIAL SERVICES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that it hereby ratifies the Mayor’s acceptance of a lease agreement with Canon Financial Services for the lease of a Canon copier to be located at the Madison Community Center at 1329 Brownsferry Road, consistent with the terms of the attached hereto “Municipal Lease Agreement” dated September 20, 2024; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of October 2024.

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

**ATTEST:**

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

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

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



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value
CFS-1043 (01/17)

CFS' AGREEMENT NUMBER

Table with columns: CUSTOMER (FULL LEGAL NAME), DBA, PHONE, BILLING ADDRESS, CITY, COUNTY, STATE, ZIP, EQUIPMENT ADDRESS, CITY, COUNTY, STATE, ZIP.

Table with columns: EQUIPMENT INFORMATION (Quantity, Serial Number, Make/Model/Description), NUMBER AND AMOUNT OF PAYMENTS (Number of Payments, Total Payment).

Table with columns: TERM (14 months), PAYMENT FREQUENCY (Monthly checked), END OF TERM PURCHASE OPTION (Fair Market Value).

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED section with signature of Paul Finley, Mayor of Madison, AL. Includes fields for By, Title, Date, Printed Name, and Email Address.

ACCEPTANCE CERTIFICATE section with signature line and fields for Signature, Printed Name, Title, and Date.

TERMS AND CONDITIONS

- 1. AGREEMENT: CFS leases to Customer, a Municipality of Alabama...
2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer...
3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement...
4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically...
5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT...
6. FISCAL FUNDING: Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement...
7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment...
8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein...
9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes...
10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment...
11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories...



**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the Fair Market Value of the Equipment (as defined herein); plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RENEWAL; RETURN:** This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. **(B) PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**27. GOVERNMENT USE:** Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

**28. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



CANON FINANCIAL SERVICES, INC. ("CFS")  
Remittance address:  
14904 Collections Center Drive  
Chicago, Illinois 60693  
(800) 220-0200 www.cfs.canon.com

**Agreement Addendum**  
**PERSONAL PROPERTY TAX**

CFS-1123 (08/12)

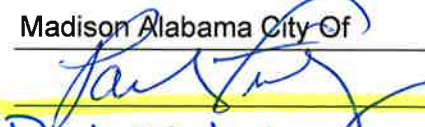
Agreement Number: \_\_\_\_\_


Customer: Madison Alabama City Of

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.
2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

<p><b>AGREED</b></p> <p>Canon Financial Services, Inc.</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>AUTHORIZED CUSTOMER SIGNATURE</b></p> <p>Customer: <u>Madison Alabama City Of</u></p> <p>By: </p> <p>Printed Name: <u>Paul Finley</u></p> <p>Title: <u>Mayor</u></p>
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Attest:   
Lisa D. Thomas  
City Clerk - Treasurer



The Lioce Group  
2950 Drake Avenue  
Huntsville, AL 35805

# Service Agreement

Date	9/20/2024
Customer #	
Representative	Adam Hiatt

Bill To	
City Of Madison	
100 Hughes Road	
Madison, AL 35758	
Contact:	Laurel Rossmeier
Meter Method:	iW Remote
E-Mail	laurel.rossmeier@madisonal.gov
Phone	(256) 772-5636

Ship To
See Location Notes below

## Installation and Service Agreement Options

*Appropriate categories must be initialed by the client in the box to the left of the option.*

Maintenance Type: **Monthly**

Contract Length (months): **14**


Contract Start Date: **Install Date**

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W				0.0087	Monthly
B/W (LU724)				0.0153	Monthly
B/W (C3926i's)				0.0082	Monthly
Color				0.0617	Monthly
Color (LU724)				0.0992	Monthly
Color (C3926i's)				0.0944	Monthly
Toner	Included				
Paper	Not Included				
Staples	Not Included				

TLG will bill monthly per copy/print for both Black & White and Color at the rates listed above

Make/Model and (ID#)	Location/Address
Canon C5535i III (LU730)	Police Admin - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU732)	Police Patrol - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU734)	Police Records - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU735)	Police Investigation - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU731)	Mayor - 100 Hughes Rd, Madison, AL, 35758
Canon C5560i III (LU745)	Finance - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU729)	Legal - 100 Hughes Rd, Madison, AL, 35758
Canon 4535i III (LU739)	Court - 100 Hughes Rd, Madison, AL, 35758
Canon C5560i III (LU733)	City Clerk - 100 Hughes Rd, Madison, AL, 35758
Canon C5860i (AD262)	HR - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU727)	Building - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU728)	Planning - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU736)	Revenue - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU741)	Engineering - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU726)	Fire - 101 Mill Rd, Madison, AL, 35758
Canon C5560i III (LU737)	Recreation - 8324 Madison Pike, Madison, AL, 35758
Canon C5535i III (LU740)	Senior Center - 1329 Browns Ferry Rd, Madison, AL, 35758
Canon C256iF III (LU724)	Police Dispatch - 1570 Old Monrovia Rd, Huntsville, AL, 35806
Canon C5535i III (LU738)	Public Works - 240 Palmer Rd, Madison, AL, 35758
Canon C3926i (AF844)	Grounds & Facilities - 228 Mose Chapel Rd., Madison, AL 35758
Canon C3926i	Wellness Center - 190 Graphics Drive, Madison, AL 35758
Canon C5840i	Community Center - 1329 Browns Ferry Rd, Madison, AL 35758

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date	
 10/1	Paul Finley	Mayor			

# Terms and Conditions

## General Terms and Conditions

**1. DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and The Luco Group, Inc. ("TLG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and TLG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TLG and covered under this Maintenance Agreement.

**2. INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.

**3. MAINTENANCE WITH SUPPLIES.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TLG will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). TLG will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by TLG and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. TLG reserves the right to charge Customer for shipping and handling charges incurred by TLG for the delivery of any Consumable Supplies delivered to the Customer. TLG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 15, TLG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.

**4. EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in Base Allowance on the face of the Maintenance Agreement. The Initial Term's Base Allowance copies are accumulated from the initial meter read. Customer shall provide TLG with meter readings on the last day of each month and/or when requested by TLG. Each 312 x 11 copy will be recorded as a single meter click. Each 11 x 17 copy will be recorded as a double meter click. Duplicated copies shall be counted at twice the rate of simplex copies. For models equipped with color printing capabilities, the following meter click charges shall apply: 18 to 27 = 3 clicks, 27 to 35 = 4 clicks, 36 to 47 = 5 clicks. TLG reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TLG access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide TLG with meter readings on the last day of the month, TLG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered either monthly, quarterly, semi-annually or annually as determined by TLG.

**5. PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to TLG or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. TLG does not accept cash payments. If any part of any payment due to TLG hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TLG's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TLG shall have the right to discontinue service in the event Customer becomes delinquent in payment.

**6. CUSTOMER CHANGES.** TLG reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for TLG to provide service to Customer or the Equipment.

**7. MAINTENANCE ONLY.** If Customer selects the Maintenance Only Option on the Maintenance Agreement, TLG will provide such maintenance service as necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are toner, developer, filters, paper, preventative maintenance kits, print wheels/heads, ribbons, ink cartridges, staples, and waste toner bags/receptacles. If Customer uses parts or suppliers other than TLG Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable items), service problems, or unacceptable copy quality, then TLG may terminate this Maintenance Agreement and the unused portion of any fee refunded is in TLG's sole and absolute discretion. In the event TLG so terminates this Maintenance Agreement, Customer will be offered continuing service from TLG at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility and are not included in this Maintenance Agreement and are subject to additional charges at established TLG rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established TLG rates then in effect.

**8. BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during TLG's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TLG holidays and subject to change by TLG. At Customer's request, TLG may render service outside of normal business hours, subject to availability of personnel and additional charges at established TLG rates then in effect.

**9. RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in TLG until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to TLG on demand. Additionally, TLG reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to TLG's standard formula for such proration.

**10. AVAILABILITY OF SUPPLIES.** TLG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.

**11. RECONDITIONING.** When a shop reconditioning is necessary or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, TLG will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, TLG may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a Per Call basis.

**12. NETWORK INTEGRATION.** If Network Integration services are provided by TLG, Customer warrants that the TLG Digital Site Survey has been accurately completed and TLG may rely on the information contained in the Site Survey in providing network integration services. TLG reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

**13. SYSTEM MONITORING.** TLG will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TLG product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in TLG's DNA). Should Customer opt-out of utilizing System Monitoring, TLG reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.

**14. DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opts-out of DSS at the time of execution of the Maintenance Agreement or thereafter by providing not less than thirty (30) days prior written notice to TLG, TLG shall provide Customer with DSS, for a fee based on the Cost Schedule set forth in the DSS Addendum, which fees shall be

billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax driver updates, installation of additional print/fax drivers and installation of additional scan/fax destinations, including issues arising as a result of changes in operating systems, e-mail domains or services that require reconnection to Customer's equipment.

**15. AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from TLG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TLG's established rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term until equipment is in service for five years at which the maximum annual increase will not exceed 15%.

**16. CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TLG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. TLG may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TLG will not issue any refund for the unused portion.

**17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to TLG the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, TLG may cancel this agreement and collect damages according to the foregoing formula.

**18. NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TLG does not constitute a waiver of such rights by TLG, or in any way prevent TLG from enforcing such rights, or any other rights hereunder, at a later time.

**19. ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order in the event Customer has elected to acquire the Equipment from TLG, constitutes the entire agreement between Customer and TLG related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

**20. NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

**21. NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of TLG, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

**22. AUTHORITY.** Customer and TLG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

**23. LIMITATION ON LIABILITY.** Under no circumstances shall TLG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TLG's liability in cases of non-performance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TLG pursuant to this Maintenance Agreement.

**24. INDEMNITY.** CUSTOMER SHALL INDEMNIFY TLG AGAINST AND HOLD TLG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, TLG agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.

**25. DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TLG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY. TLG expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non-TLG personnel. TLG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.

**26. ATTORNEYS FEES; COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TLG to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay TLG's reasonable attorneys' fees and all costs resulting from such action.

**27. CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performable in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TLG shall lie with any state or federal court of competent jurisdiction in Madison County, AL.

**28. WAIVER OF JURY TRIAL; CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.**

**29. NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to TLG, said notice shall be sent to the registered agent for TLG in the state in which the transaction arose, or to TLG, Attention Nick Lico, 2950 Drake Avenue, Huntsville, AL 37478. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to TLG.

**30. FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

**31. AFFIRMATIVE ACTION.** TLG and all vendors and/or subcontractors are obligated to do, to the best of TLG's knowledge comply with the EEO clause at 41 CFR 50 1.4(a) and The Affirmative Action Clauses at 250 4(a) and 741 4(a).

Initials: 



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

Friday, September 20, 2024

**Proposed Solution: Canon C5840i**

**Canon C5840i**

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

<u>Lease Term (Months)</u>	<u>Lease Payment</u>
<b>14</b>	<b>\$579.70</b>
<b>36</b>	<b>\$232.80</b>
<b>48</b>	<b>\$193.35</b>

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

**Maintenance and Supplies**

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

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

Sincerely,

Adam Hiatt  
The Lioce Group, Inc



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

# Onboarding Process

This process ensures a smooth transition of your new technology by following the plan below.

Action Items	Date	Brief Description of Actions
Approval to Proceed		Documents signed and returned to TLG
Site Survey		TLG Helpdesk will reach out to you or your IT contact for network information
Delivery Arrangements		Details of delivery confirmed (stairs, power, space, etc.) Return plan of current equipment
Delivery Confirmation	3-5 Days Before Delivery	Sales Rep will call to confirm
Delivery	7-10 Days after "Approval to Proceed"	Machines install based on Site Survey.
Training	Delivery Day	Key user training.
TLG Customer Setup	Delivery Day	Inform on billing, portal, helpdesk, etc.
Follow Up	2 Days/2 Weeks/2 Months	Additional training, troubleshooting and any other help needed during the transition.
Quarterly Reviews		Rep to review account and address any needs. Educate the customer on new technology in the market.

**RESOLUTION NO. 2024-351-R**

**A RESOLUTION AUTHORIZING AGREEMENT FOR CONTRACTING SERVICES  
WITH TRAV-AD SIGNS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Trav-Ad Signs, for mounting hardware for the installation of banners in Town Madison, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of October 2024.

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

**ATTEST:**

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

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

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



Office: (256) 536-4232 | 58 Shields Rd.  
Fax: (256) 534-2702 | Huntsville, AL 35811

# TRAV-AD SIGNS

www.trav-adsigns.com • sales@trav-adsigns.com

## PROPOSAL Proposal #: 37840

Proposal Date: 10/24/24  
Customer #: 1321  
Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF MADISON ATTN: ACCOUNTS PAYABLE 100 HUGHES ROAD MADISON AL 35758	TOWN MADISON TOWN MADISON BLVD MADISON AL 35758  REQUESTED BY: MATT DAVIDSON

TRAV-AD SIGNS, INC. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29745 BRACKETS FOR 30" BANNERS QTY (11) MOUNTING BRACKTS FOR 30" BANNERS	\$891.00	\$891.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$891.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**  
(INTEREST OF 1.8% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE. PROCESSING FEES NOT INCLUDED IN QUOTE**

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, MUNICIPALITY REQUIRED PERMIT FEES, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED. THESE FEES WILL BE BILLED ON FINAL INVOICE AS APPLICABLE.**

**NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.**

**ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.**

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_





Office: (256) 536-4232 | 58 Shields Rd.  
Fax: (256) 534-2702 | Huntsville, AL 35811

**TRAV-AD SIGNS**

www.trav-adsigns.com • sales@trav-adsigns.com

**PROPOSAL**  
**Proposal #: 37840**

Proposal Date: 10/24/24  
Customer #: 1321  
Page: 2 of 3

**TERMS AND CONDITIONS**

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, TRAV-AD SIGNS, INC. MAY, AT ITS OPTION, DECLARE ALL THE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THIS AGREEMENT ARE REFERENCED OR CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNS OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. CUSTOMER SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT THE APPROPRIATE UTILITY COMPANY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. CUSTOMER ACKNOWLEDGES THAT SIGN INSTALLATION WORK MAY INVOLVE DRIVING HEAVY EQUIPMENT ON OR NEAR LANDSCAPE AREAS, CURBS AND SIDEWALKS. CUSTOMER IS RESPONSIBLE TO NOTIFY COMPANY, IN WRITING, OF ANY LANDSCAPING ELEMENTS OF CONCERN. CUSTOMER ALSO ACKNOWLEDGES THAT DESPITE THE COMPANY'S BEST EFFORTS, DAMAGE TO LANDSCAPE AREAS, SPRINKLERS, SIDEWALKS, CURBS AND OTHER GROUND AREA MAY OCCUR DURING INSTALL. THEREFORE, THE CLIENT AGREES TO WAIVE ANY CLAIMS AGAINST THE COMPANY FOR DAMAGES TO GROUND AREA, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, CURBS, SIDEWALKS OR SPRINKLERS. COMPLETE DETAILS ARE LOCATED IN COMPANY'S DAMAGE WAIVER.
9. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: CHARLENE YOUNG *Charlene Young* DATE: 10/24/24  
EMAIL: CYOUNG@TRAV-ADSIGNS.COM

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_

**RESOLUTION NO. 2024-352-R**

**PROVIDING FOR THE DISPOSAL OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES**

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

<b>Quantity</b>	<b>Description</b>
1	2021 EZGO Valor Golf Cart <i>Serial No. 3033683</i>
1	10ft Rotary Cutter (Bushhog) <i>Serial No. 677639</i>
1	Agri-Fab Mow-n-vac lawn vacuum <i>Asset 2522</i>
1	2016 John Deere 6x4 Gator Utility Vehicle <i>Asset 07042</i>
1	2008 Ford F-350 <i>VIN 1FTWW32YX8EE12020</i>
1	2003 Club Car Golf Cart <i>Asset 6116</i>
1	Small non-anchored slide and climber ( <i>Abbington Downs Park</i> )
	Plastic Coated Steel Picnic Tables ( <i>Governors Estate Park</i> )
1	4-piece Dog Agility Equipment ( <i>Mill Creek Dog Park</i> )
4	3-point hitch style seed/fertilizer spreaders
1	GameTime Timberscape Modular Play System
1	GameTime Wood Climber ( <i>Madison Point Park</i> )
	Soccer goals – miscellaneous sizes ( <i>Dublin and Palmer Parks, Wellness Center</i> )
	Trash receptacles with lids ( <i>Dublin and Palmer Parks and various neighborhood parks</i> )
1	Rahn PT GL Infield Drag <i>Asset 1286</i>

;and

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

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

**READ, APPROVED, and ADOPTED** this 28<sup>th</sup> day of October 2024.

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

**ATTEST:**

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

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

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



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None Found  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation

Item Description: 2021 EZGO Valor Golf Cart

Serial/Model #: S# 3032683/M# 625110G01 New:  Used:

Location: Palmer Park Vendor Name: EZGO

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

Date Item Acquired: 2021 Cost or Donated Value: \$4,000.00

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

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

*[Signature]* 10/21/2024  
Signature (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. Tag 2844, Code 1191  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024

Department: Recreation

Item Description: 10ft Rotary Cutter (Bushhog)

Serial/Model #: S# 677639

New:  Used:

Location: Palmer Park

Vendor Name: Unknown

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

Date Item Acquired: 02/23/1999 Cost or Donated Value: \$4,689.00

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

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

Signature: [Signature]  
(Department Head or Designee)

10/21/2024  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. 6792, Asset Code 2522  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation  
 Item Description: Agri-Fab Mow-N-Vac Lawn Vacuum  
 Serial/Model #: M# 2495 - 13256 New:  Used:   
 Location: Palmer Park Vendor Name: Tractor Supply  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 12/06/2013 Cost or Donated Value: \$1,499.00  
 Enhancements: \_\_\_\_\_

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

[Signature] 10/21/2024  
 Signature: (Department Head or Designee) Date:

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

(Below this line)

*Section 3*

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

**Section 1**

Capital Assets Tag No. 07042  
(Existing Assets Number)

**Section 2**

Date: 10/21/2024 Department: Recreation  
 Item Description: 2016 John Deere 6x4 Gator Utility Vehicle  
 Serial/Model #: S# 1M06X4HDVGM110592/M# TH 6x4 New:  Used:   
 Location: Palmer Park Vendor Name: Huntsville Tractor  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 11/16/2016 Cost or Donated Value: \$10,097.92  
 Enhancements: \_\_\_\_\_

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

Signature:  Date: 10/21/2024  
 (Department Head or Designee)

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

**Section 3**

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

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

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

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

COPY: Requesting Dept.  Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. Code 001442  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation

Item Description: 2008 Ford F-350

Serial/Model #: S# 1FTWW32YX8EE12020 New:  Used:

Location: Palmer Park Vendor Name: Unknown

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

Date Item Acquired: 05/20/2008 Cost or Donated Value: \$22,738.74

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

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

[Signature] 10/21/2024  
Signature: (Department Head or Designee) Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.





# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. 6116  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation

Item Description: 2003 Club Car Golf Cart

Serial/Model #: #AA0331-3049 New:  Used:

Location: Palmer Park Vendor Name: Unknown

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

Date Item Acquired: 2012 Cost or Donated Value: \$4,218

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

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

[Signature] 10/21/2024  
Signature: (Department Head or Designee) Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024

Department: Recreation

Item Description: Small Non-anchored Slide and Climber

Serial/Model #: Unknown

New:  Used:

Location: Abbingtom Downs Park

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

Signature: (Department Head or Designee)

10/21/2024  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024

Department: Recreation

Item Description: Plastic Coated Steel Picnic Tables

Serial/Model #: Unknown

New:  Used:

Location: Governor's Estate Park

Vendor Name: Superior Recreation/WebCoat

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

[Signature]  
Signature: (Department Head or Designee)

10/21/2024  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation

Item Description: Dog Agility Equipment - 4 pieces

Serial/Model #: M# 7522 & M#7523BP New:  Used:

Location: Mill Creek Dog Park Vendor Name: Dogji Pot

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

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

10/21/2024  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation

Item Description: Four 3-Point Hitch Style Seed/Fertilizer Spreaders

Serial/Model #: None New:  Used:

Location: Palmer Park Vendor Name: Tractor Supply

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

[Signature]  
Signature: (Department Head or Designee)

10/21/2024  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. Unknown  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation  
 Item Description: GameTime Timberscape Modular Play System  
 Serial/Model #: None New:  Used:   
 Location: Stewart Street Park Vendor Name: GameTime  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 1985 Cost or Donated Value: \$1,834  
 Enhancements: \_\_\_\_\_

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

[Signature] 10/21/2024  
 Signature: (Department Head or Designee) Date:

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

*Section 3*

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. Code 002558, Tag 172  
(Existing Assets Number)

### Section 2

Date: 10/21/2024

Department: Recreation

Item Description: GameTime Wood Climber

Serial/Model #: GT-57

New:  Used:

Location: Madison Point Park

Vendor Name: GameTime

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

Date Item Acquired: 01/01/1985 Cost or Donated Value: \$2,108

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

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

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

10/21/2024  
Date: \_\_\_\_\_

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

(Below this line)

### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation

Item Description: Soccer Goals Misc. Sizes - Steel

Serial/Model #: None/None New:  Used:

Location: Dublin, Palmer, & Wellness Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

[Signature] 10/21/2024  
Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.





# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. None  
(Existing Assets Number)

### Section 2

Date: 10/21/2024

Department: Recreation

Item Description: Trash Receptacles & Lids

Serial/Model #: None

New:  Used:

Location: Dublin, Palmer & Parks

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

Signature: [Signature] (Department Head or Designee)

Date: 10/21/2024

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

(Below this line)

### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. Tag 6772, Code 1286  
(Existing Assets Number)

*Section 2*

Date: 10/21/2024 Department: Recreation  
 Item Description: Rahn PT GL Infield Drag  
 Serial/Model #: S#13487/M# 650E New:  Used:   
 Location: Palmer Park Vendor Name: Unknown  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 09/17/2013 Cost or Donated Value: \$2,748.58  
 Enhancements: \_\_\_\_\_

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

[Signature]  
 Signature: (Department Head or Designee)

10/21/2024  
 Date:

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

(Below this line)

*Section 3*

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

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

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

\_\_\_\_\_  
 Date

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

COPY: Requesting Dept.

Finance Dept.

Ship To  
Engineering Department  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Bill To  
Accounts Payable  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Purchase Order  
No. 2024-00001143  
DATE 05/16/2024

VENDOR 3117 - Morell Engineering, Inc.\*

This purchase is tax exempt for the City of Madison  
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact  
Morell Engineering, Inc.  
711 East Hobbs Street  
ATHENS, AL 35611



DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1

REFERENCE #2024-126-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - CE&I work on Project 22-002 Madison Blvd Resurfacing and Signal 38-150-000-2941-18 - Capital Outlay - Madison Blvd Resurfacing 294,229.25 22 022  <i>Partial Pay # 3 lnw # 2819 Amt \$ 20,316.18</i>	294,229.2500	\$294,229.25

*E. Michelle Dunson*

*10/9/2024*

*Regis D. Bellamy*  
Purchasing Agent Signature

SUBTOTAL	\$294,229.25
SALES TAX	\$0.00
TOTAL DUE	\$294,229.25

Special Instructions  
**PAY FROM FUND 38 - MADISON BLVD RESURFACING ACCOUNT**

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above



# Invoice

City of Madison  
100 Hughes Road  
Madison, AL 35758

Date	Invoice #
9/30/2024	28119

*E. Michelle Dunson*  
10/9/2024

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/3/2024	Project Manager Project management correspondence	1	46.68	46.68
9/3/2024	Project Manager Black Base Correspondence	1	41.41	41.41
9/3/2024	Project Manager Construction Correspondence	2	41.41	82.82
9/3/2024	Project Manager Daily Reports	0.5	28.21	14.11
9/3/2024	Project Manager Site Visit	7.75	28.21	218.63
9/3/2024	Project Manager RCP Submittal Paperwork	1	28.21	28.21
9/4/2024	Project Manager Onsite Meeting/RCP and Box culvert correspondence	4	41.41	165.64
9/4/2024	Project Manager Daily Reports	0.25	28.21	7.05
9/4/2024	Project Manager Site Visit	4	28.21	112.84
9/4/2024	Project Manager Took Pipe Submittal paperwork to Guntersville ALDOT	2	28.21	56.42
9/4/2024	Project Manager Verified Sign Quantities on site	1	28.21	28.21
9/4/2024	Graduate Engineer Look over sign quantities	2	27.39	54.78

RECEIVED  
OCT 08 2024  
CITY OF MADISON  
ENGINEERING DEPARTMENT

We accept Visa, Mastercard, Discover and American Express.	<b>Total</b>
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****	<b>Payments/Credits</b>
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Balance Due</b>
	<b>Thank you for your business.</b>



# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/5/2024	Project Manager	2	46.68	93.36
9/5/2024	Project management correspondence	3.5	41.41	144.94
9/5/2024	Project Manager Black Base Correspondence	3.5	41.41	144.94
9/5/2024	Project Manager Onsite Meeting/RCP and Box culvert correspondence	0.25	28.21	7.05
9/5/2024	Project Manager Daily Reports	1.5	27.39	41.09
9/6/2024	Project Manager Graduate Engineer Look at quantities	2	46.68	93.36
9/6/2024	Project Manager Project management correspondence	2	41.41	82.82
9/6/2024	Project Manager Black Base Correspondence	2	41.41	82.82
9/6/2024	Project Manager Onsite Meeting/RCP and Box culvert correspondence	2	41.41	82.82
9/6/2024	Graduate Engineer Measure unclassified excavation for west bound turn lane	2.5	27.39	68.48
9/9/2024	Project Manager Site visit	1	46.68	46.68
9/9/2024	Project Manager Construction Correspondence	2	41.41	82.82
9/9/2024	Project Manager Site Inspection	8.5	28.21	239.79

We accept Visa, Mastercard, Discover and American Express.

\*\*\*\*Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.\*\*\*\*

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>
<b>Thank you for your business.</b>

Name as it appears on card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Card Code: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Signature: \_\_\_\_\_



# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/9/2024	Project Manager	0.5	28.21	14.11
9/9/2024	Daily Reports			
9/9/2024	Project Manager	0.5	28.21	14.11
9/10/2024	EEOs			
9/10/2024	Project Manager	1.5	46.68	70.02
9/10/2024	Project management correspondence			
9/10/2024	Project Manager	8.25	28.21	232.73
9/10/2024	Site Inspection			
9/10/2024	Project Manager	0.25	28.21	7.05
9/10/2024	Daily Reports			
9/10/2024	Project Manager	0.5	28.21	14.11
9/10/2024	#57 Stone BMT 91s			
9/11/2024	Project Manager	1.5	46.68	70.02
9/11/2024	Project management correspondence			
9/11/2024	Project Manager	2	41.41	82.82
9/11/2024	Construction Correspondence			
9/11/2024	Project Manager	2.5	41.41	103.53
9/11/2024	Onsite Black Base Meeting/Site Visit			
9/11/2024	Project Manager	8	28.21	225.68
9/11/2024	Site Inspection			
9/11/2024	Project Manager	0.25	28.21	7.05
9/11/2024	Daily Reports			
9/12/2024	Project Manager	2	46.68	93.36
9/12/2024	Project management correspondence			

We accept Visa, Mastercard, Discover and American Express.	<b>Total</b>
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****	<b>Payments/Credits</b>
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Balance Due</b>
	<b>Thank you for your business.</b>



# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/12/2024	Project Manager Construction Correspondence	1	41.41	41.41
9/12/2024	Project Manager Plan Changes CO 1	5	41.41	207.05
9/12/2024	Project Manager Daily Reports	0.25	28.21	7.05
9/12/2024	Project Manager Paperwork	4	28.21	112.84
9/12/2024	Project Manager August Estimate Field Books	4	28.21	112.84
9/12/2024	Project Manager Looked over daily reports to be more in depth.	0.25	28.21	7.05
9/12/2024	Graduate Engineer Look at Quantities for Daniel	1	27.39	27.39
9/13/2024	Project Manager Project management correspondence	2	46.68	93.36
9/13/2024	Project Manager Construction Correspondence	1	41.41	41.41
9/13/2024	Project Manager Looked over daily reports to be more in depth.	0.25	28.21	7.05
9/13/2024	Graduate Engineer Site inspection to check erosion control devices and signs	2.5	27.39	68.48
9/13/2024	Graduate Engineer Site visit for coring of black base in improperly rolled section	3.5	27.39	95.87

We accept Visa, Mastercard, Discover and American Express.	<b>Total</b>
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****	<b>Payments/Credits</b>
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Balance Due</b>
	<b>Thank you for your business.</b>



# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/13/2024	Graduate Engineer Put together BMT-38 binder and Table of Contents	0.75	27.39	20.54
9/16/2024	Project Manager Project management correspondence	1	46.68	46.68
9/16/2024	Project Manager Construction Correspondence	2	41.41	82.82
9/16/2024	Project Manager Daily Reports	0.5	28.21	14.11
9/16/2024	Project Manager Site Visit	9	28.21	253.89
9/16/2024	Project Manager Entering Calculations into Camms	0.5	28.21	14.11
9/16/2024	Graduate Engineer Work on BMT-38 binder	1	27.39	27.39
9/16/2024	Graduate Engineer Work on BMT-38 binder and documents	3.5	27.39	95.87
9/17/2024	Project Manager Construction Correspondence	1	41.41	41.41
9/17/2024	Project Manager Daily Reports	0.25	28.21	7.05
9/17/2024	Project Manager Site Visit	5.75	28.21	162.21
9/17/2024	Project Manager Entering Calculations into Camms	0.5	28.21	14.11

We accept Visa, Mastercard, Discover and American Express.	<b>Total</b>
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****	<b>Payments/Credits</b>
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Balance Due</b>
	<b>Thank you for your business.</b>





# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/17/2024	Project Manager BMT 91	0.5	28.21	14.11
9/17/2024	Project Manager BMT 38	1	28.21	28.21
9/17/2024	Graduate Engineer BMT-038 binder	1.5	27.39	41.09
9/18/2024	Project Manager Submittals	1.5	41.41	62.12
9/18/2024	Project Manager BMT 38	2	28.21	56.42
9/18/2024	Project Manager Prepared Closeout paperwork	1	28.21	28.21
9/18/2024	Project Manager Updating quantities	0.5	28.21	14.11
9/18/2024	Graduate Engineer Onsite for laying pipe and calculations	8.5	27.39	232.82
9/19/2024	Project Manager Project management correspondence	1	46.68	46.68
9/19/2024	Project Manager Construction Correspondence	2	41.41	82.82
9/19/2024	Project Manager Submittals	2	41.41	82.82
9/19/2024	Project Manager Daily Reports	0.25	28.21	7.05

We accept Visa, Mastercard, Discover and American Express.	<b>Total</b>
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****	<b>Payments/Credits</b>
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Balance Due</b>
	<b>Thank you for your business.</b>



# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/19/2024	Project Manager Site Visit	8.5	28.21	239.79
9/19/2024	Project Manager Updating quantities	0.75	28.21	21.16
9/19/2024	Graduate Engineer Put in structure excavation and pipe, check other entries	1.25	27.39	34.24
9/19/2024	Graduate Engineer Go through BMT-38 documents and make sure they are up to date	1	27.39	27.39
9/19/2024	Graduate Engineer Put in quantities	0.5	27.39	13.70
9/20/2024	Project Manager Project management correspondence	2	46.68	93.36
9/20/2024	Project Manager Construction Correspondence	1	41.41	41.41
9/20/2024	Project Manager Site Visit	1	41.41	41.41
9/20/2024	Graduate Engineer Onsite for laying pipe	7	27.39	191.73
9/23/2024	Project Manager Rebar Certs	1	41.41	41.41
9/23/2024	Project Manager Project Correspondence	1	41.41	41.41
9/23/2024	Project Manager Daily Reports	0.5	28.21	14.11

We accept Visa, Mastercard, Discover and American Express.

\*\*\*\*Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.\*\*\*\*

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>
<b>Thank you for your business.</b>

Name as it appears on card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Card Code: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Signature: \_\_\_\_\_



# Invoice

City of Madison  
100 Hughes Road  
Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/23/2024	Project Manager	1	28.21	28.21
9/23/2024	Verifying Calculations			
9/23/2024	Project Manager	0.75	28.21	21.16
9/23/2024	Rebar Paperwork			
9/23/2024	Graduate Engineer	3.5	27.39	95.87
9/24/2024	Quantities and Payrolls			
9/24/2024	Project Manager	0.5	41.41	20.71
9/24/2024	Project Correspondence			
9/24/2024	Project Manager	0.25	28.21	7.05
9/24/2024	Daily Reports			
9/24/2024	Project Manager	1	28.21	28.21
9/25/2024	Plan Review for Storm Drainage			
9/25/2024	Project Manager	2	46.68	93.36
9/25/2024	Project management correspondence			
9/25/2024	Project Manager	0.25	28.21	7.05
9/25/2024	Daily Reports			
9/25/2024	Project Manager	1.5	28.21	42.32
9/25/2024	Verified Sign Locations for Field Books			
9/25/2024	Project Manager	0.75	28.21	21.16
9/25/2024	Updated Sign Inspection Sheet with Additional Signs			
9/25/2024	Project Manager	1	28.21	28.21
9/25/2024	Updated Sign Quantities in ALDOT Field Books			
9/25/2024	Graduate Engineer	1.5	27.39	41.09
9/25/2024	Sign inspection, and check erosion control			

We accept Visa, Mastercard, Discover and American Express.  <b>****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****</b>  Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Total</b>
	<b>Payments/Credits</b>
	<b>Balance Due</b>
	<b>Thank you for your business.</b>



# Invoice

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Date	Invoice #
9/30/2024	28119

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	10/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
9/25/2024	Graduate Engineer Look at sign locations with Daniel and put BMT-38 documents in Binder	2	27.39	54.78
9/26/2024	Project Manager Project management correspondence	2	46.68	93.36
9/26/2024	Project Manager Daily Reports	0.5	28.21	14.11
9/26/2024	Graduate Engineer site Visit to check erosion control and see if there was any work being performed	1.5	27.39	41.09
9/27/2024	Project Manager Project management correspondence	2	46.68	93.36
	Subtotal			6,750.21
	ALDOT Home Office Indirect Cost		173.61%	11,719.04
	Subtotal			18,469.25
	ALDOT Operating Margin		10.00%	1,846.93
	Budget: \$ 294,229.25			
	Total billed to date (including this invoice): \$ 48,001.51			

We accept Visa, Mastercard, Discover and American Express.	<b>Total</b>	\$20,316.18
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****	<b>Payments/Credits</b>	\$0.00
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____	<b>Balance Due</b>	\$20,316.18
<b>Thank you for your business.</b>		

**RESOLUTION NO. 2024-342-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;

**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.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of October 2024.

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

**ATTEST:**

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

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

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

**RESOLUTION NO. 2024-140-R**

**A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW**

**WHEREAS**, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
0 Bradley Street	67401

**WHEREAS**, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

**WHEREAS**, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

**WHEREAS**, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

**WHEREAS**, said public hearing was held by the Council; and

**WHEREAS**, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject properties as weed liens.

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA** as follows:

**Section 1.** That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisances located on the properties below, which shall constitute weed liens on the subject properties:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
0 Bradley Street	67401	\$3,970.25

**Section 2.** That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the properties are located. Upon filing, the Revenue Commissioner shall add the amount of the weed liens to the ad valorem tax bill for the properties and shall collect the amount as if it were a tax and remit the amount to the City.

**READ, PASSED, AND ADOPTED** this the 28<sup>th</sup> day of October 2024.

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

**ATTEST:**

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

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

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

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA     )  
 MADISON COUNTY     )

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 28<sup>th</sup> day of October, 2024.

Witness my hand and seal of office this \_\_\_ day of October 2024.

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



Building Department – Code Enforcement Division  
100 Hughes Rd  
Madison, AL 35758

Ulises Acuna 256-772-5671  
Onur Gunes 256-772-4379

Owner: Bailey, Rebecca (Estate Of)  
314 Pension Row  
Madison AL 35758

Letter Date: 1/23/24

**Re: NOTICE TO ABATE - OVERGROWN GRASS AND/OR WEEDS**

CASE #: 24-20 PPIN/PARCEL No#: 67401

Property in Violation: 0 Bradley Street

Dear Owner or Any Other Person Interested in the Above-Described Property:

Be advised that as the Enforcing Official under the City of Madison’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the “Act”), I have determined that there are **overgrown grass and weeds** on the above-referenced property (the “Property”) which constitute a public nuisance and a violation of Section 2 of the Act. In accordance with Section 3 of the Act, I am sending you this notice to order the immediate abatement of overgrown grass and weeds on the Property. (Should you wish to review the Act, a copy of it is available for your review in the City Clerk’s office.)

You must abate the public nuisance within **14** days of this notice. **If you do not do so, then the City may enter upon the Property, abate the nuisance, and assess all associated costs as a lien against the Property and add those costs to the next regular tax bill for the Property.**

If you wish to appeal against this determination, then you may request a hearing before the City’s Administrative Official by delivering a written notice to me at the above address within 5 days after the date of this notice.

A hearing is currently scheduled for: February 7, 2024 at 1:00 p.m. in the Lower-Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such a time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as a part of the City’s public records.

Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you act immediately to remedy the nuisance. If you have any questions, please give me a call at the number above or email [codeforce@madisonal.gov](mailto:codeforce@madisonal.gov)

Sincerely, Onur Gunes, Code Enforcement Officer

CC: Dustin Riddle, Enforcing Official

mail



## **PUBLIC NOTICE**

**TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined** by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property:**0 Bradley St Madison AL 35758  
**PPIN:**67401

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.

Your ad  
Enlarged

Redstone Rocket/Madison County

# -Proof-

<p><b>Date:</b> 1/24/2024  <b>Account #:</b> AP276880  <b>Company Name:</b> CITY OF MADISON-CITY CL  <b>Contact:</b> CITY CITY  <b>Address:</b> 100 HUGHES RD  <b>City:</b> MADISON  <b>State:</b> AL  <b>Zip:</b> 35758  <b>Telephone:</b> 256-772-5650</p>	<p><b>Publications:</b>          Madison County Record, Madison Weekly Online</p>
--	---

<p><b>Ad ID:</b> 580814  <b>Run Dates:</b> 01/31/2024 to 01/31/2024  <b>Ad Class:</b> 1  <b>Columns wide:</b> 1  <b>Total # of Lines:</b> 45  <b>Account Rep:</b> Susan Price  <b>Phone #:</b> 256-382-7490  <b>Email:</b> SUSAN@TNVALLEYSTUFF.COM  <b>Total Cost:</b> \$123.25  <b>Paid Amount:</b> \$0.00  <b>Total Due:</b> \$123.25</p>
---

Error Responsibility  
 Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.

## PUBLIC NOTICE

**TAKE NOTICE** that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property: 0 Bradley St Madison AL 35758  
 PPIN:67401**

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.  
 01/31/24  
 ADID 580814

### Daily Newspapers

Decatur Daily  
Times Daily

### Community Newspapers

Advertiser-Gleam  
TN Valley Stuff  
Courier Journal  
Hartselle Enquirer

### Online

Reach 256

Madison Record  
Moulton Advertiser  
Redstone Rocket  
Franklin County Times

Order any combination! Call today for details

PUBLIC NOTICE

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA AND COUNTY OF MADISON

CITY OF MADISON-CITY CL 100 HUGHES RD MADISON, AL 35758

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

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have overgrown grass and weeds that constitute a public nuisance in violation of Section 2 of the Act:

Property: 0 Bradley St Madison AL 35758 PPIN:67401

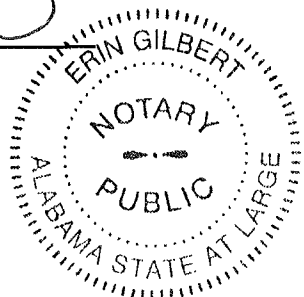
The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information. 01/31/24 ADID 580814

[Handwritten signature] Affiant

PUBLISHED ON: 01/31/24
TOTAL COST: \$ 123.25
AD SPACE: 40 LINES
FILED ON: 01/31/2024

Sworn to or affirmed before me on: 1/31/2024

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



MY COMMISSION EXPIRES 11-27-27



# INVOICE 16268

<b>DATE</b>	<b>TERMS</b>
02/28/24	Net 30
<b>PO#</b>	
<b>SALES REP</b>	
Harvey Appleman	

<b>BILL TO</b>
Code Enforcement 100 Hughes Rd Madison, AL 35758

<b>PROPERTY INFORMATION</b>
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#4868 - 0 Bradley St.-Code Enforcement	\$3,600.00

Perform one time clean up. Trim grass, underbrush and remove and dispose of debris.

Alabama Lawn Masters will call for public Utility line location prior to digging, but we can not be responsible for damage to unmarked underground utilities (water, cable, electrical, irrigation ect.).

Alabama Lawn Masters warranties plant materials for up to 1 year from the time it is planted only if the plants are watered by working irrigation system.

Completed Date - 2/27/2024

Sales Tax	\$0.00
Invoice Total	\$3,600.00
Payment/Credit Applied	(\$0.00)
<b>INVOICE GRAND TOTAL</b>	<b>\$3,600.00</b>

If you have any questions, please call 256-536-2116, or email [service@alabamalawnmasters.com](mailto:service@alabamalawnmasters.com)

*Thank you for the opportunity to be of service*

<b>PLEASE MAKE ALL CHECKS PAYABLE TO:</b>
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807



CITY OF MADISON - BUILDING DEPARTMENT  
CODE ENFORCEMENT DIVISION  
100 HUGHES RD  
MADISON, AL 35758  
WWW.MADISONAL.GOV

05/01/2024

Estate of Rebecca Bailey  
314 Pension Row  
Madison, AL 35758

Re: 0 Bradley St  
Parcel No. 67401

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 8736 96

Ladies and Gentlemen:

**\*\*PLEASE NOTE, THE DATE OF THE HEARING HAS BEEN CHANGED TO MAY 28TH, 2024\*\***

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

Please be advised that the City Council will hold a hearing on May 28th, 2024 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427

Sincerely,

Dustin Riddle  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
 CODE ENFORCEMENT DIVISION  
 100 HUGHES RD  
 MADISON, AL 35758  
 WWW.MADISONAL.GOV

**Itemized Statement of Expenses**

**05/01/2024**

Re: **0 Bradley St**  
 Parcel No. 67401

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$3600.00
Value of Use of Equipment	N/A
Advertising Expenses	\$123.25
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$3970.25</b>

**Dustin Riddle**  
 Enforcing Official

**RESOLUTION NO. 2024-343-R**

**APPROVING A RESTAURANT RETAIL LIQUOR LICENSE FOR B & B COUNTY LINE ROAD, LLC, D/B/A BEIGNETS & BREW**

**WHEREAS**, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **B & B County Line Road, LLC**, doing business as **Beignets & Brew**, which has applied for said license for its location at **12120 County Line Road, Suite C, Madison, AL 35756**; and

**WHEREAS**, the Revenue Director has received written approval for the application of **B & B County Line Road, LLC**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **B & B County Line Road, LLC**, for its **12120 County Line Road**, location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **B & B County Line Road, LLC**, doing business as **Beignets & Brew**.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of October 2024.

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

**ATTEST:**

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

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

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





CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5628  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

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Date: October 22, 2024

To: Mayor & City Council

From: Ivon Williams  
Deputy Revenue Officer, Revenue Department

Subject: B & B County Line Road LLC  
DBA: Beignets & Brew  
Restaurant Retail Liquor License

---

Please find attached a copy of the checklist for B & B County Line Road LLC., doing business as Beignets & Brew regarding their application for a Restaurant Retail Liquor License for their location at 12120 County Line Road, Suite C, Madison, AL 35756.

This business is applying for a Restaurant Retail Liquor License at this time because it is a new business in Madison.

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

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



**Checklist for Beer/Wine/Liquor License**

ON PREMISE    OFF PREMISE    BEER    WINE    LIQUOR

**Owner Name:** B & B County Line Road

**Business Name:** Beignets & Brew

**Business Location:** 12120 County Line Road Suite C, Madison AL 35756

**Mailing Address:** 1475 Old Trinity Rd, Trinity, AL 35673

**Phone:** (256) 214-0886

**APPLICATION FEE:**

Date Paid: 10/2/2024   Amount: \$ 100.00   Receipt #: 3441

Copy of Lease: Yes   Incorporation Papers: Yes

**POLICE DEPARTMENT APPROVAL:**

Letter Sent: October 3, 2024

Background Check:  Approved    Disapproved

Check Completed By: Becky Ruffalo   Title Admin Asst

Date Completed: 10-8-24

**BUILDING DEPARTMENT APPROVAL:**

Letter Sent: October 3, 2024

Inspection:  Approved    Disapproved

Inspection Completed By: Sam   Title DBA

Date Completed: 10-11-2024

**FIRE DEPARTMENT APPROVAL:**

Letter Sent: October 3, 2024

Inspection:  Approved    Disapproved

Inspection Completed By: Ken   Title Inspector

Date Completed: 10/11/24

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: 10/3/2024

Date Placed: 10/9/2024 Newspaper: Madison

Publication Fee Paid: \$184.00

Date Paid: 10/2/2024 Receipt #: 3441

Date of Public Hearing: 8/12/2024

Approved:  Denied:

**STATE ALCOHOL CONTROL BOARD LETTER:**

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

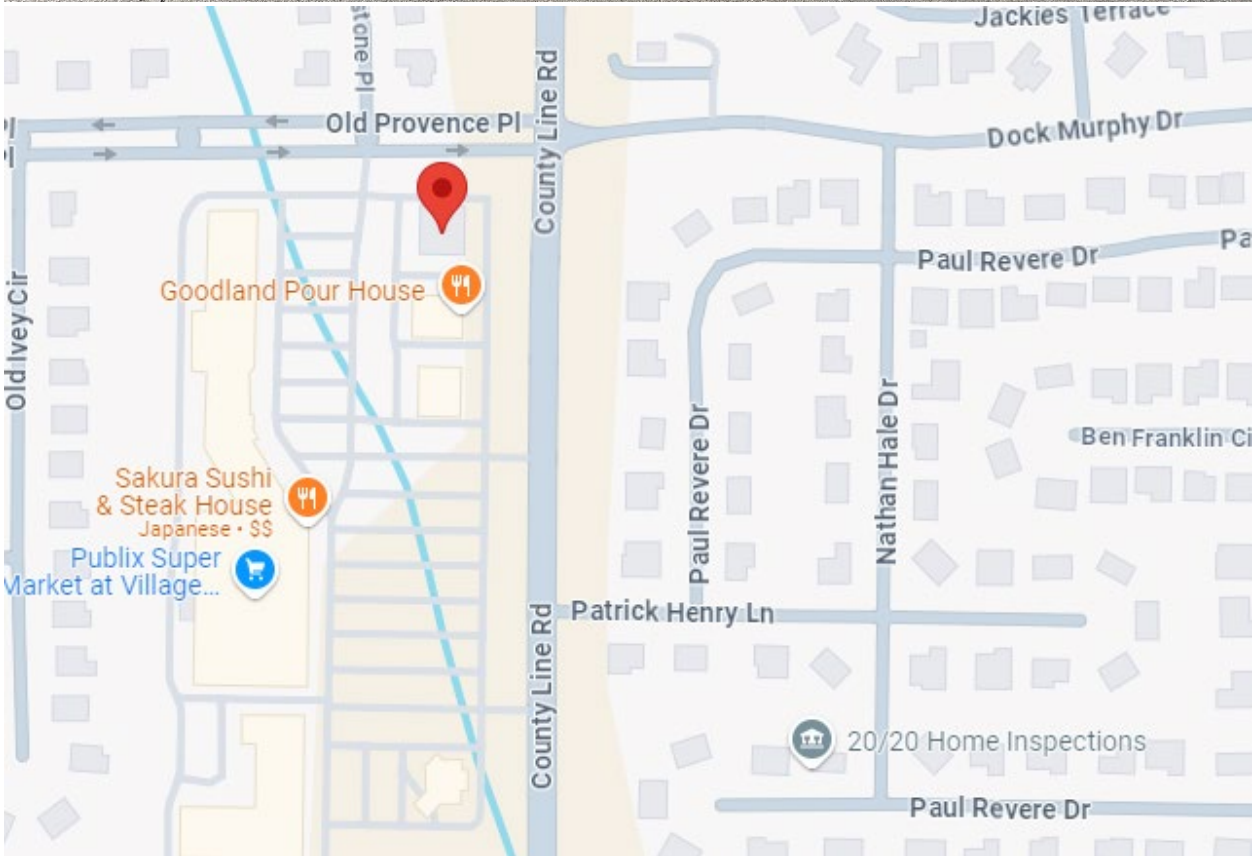
Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

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

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

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



**RESOLUTION NO. 2024-339-R****A RESOLUTION AUTHORIZING AN AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS**

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

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

**WHEREAS**, pursuant to Resolution No. 2023-298-R, the Council agreed to amend the contract accordingly; and

**WHEREAS**, on January 30, 2024, OHM Advisors submitted "Balch Road and Gooch Lane Roundabout Amendment 2 – Additional Professional Services" pursuant to the Department of Engineering's request that the contract be amended again to allow for additional right-of-way acquisition services (i.e. legal description and exhibit development) not included in the original agreement; and

**WHEREAS**, pursuant to Resolution No. 2024-043-R, the Council agreed to amend the contract accordingly, and

**WHEREAS**, on October 8, 2024, OHM Advisors submitted "Balch Road and Gooch Lane Roundabout Amendment 3 – Balch Additional Sidewalk" pursuant to the Department of Engineering's request that the contract be amended again to allow for additional sidewalk design services not included in the original agreement.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number Three to the Professional Services Agreement with OHM Advisors for professional design services, said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Balch Road and Gooch Lane Roundabout Amendment 3 – Balch Additional Sidewalk" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with

the terms thereof subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to OHM Advisors in an additional amount not to exceed six thousand five hundred dollars (\$6,500) and in the manner detailed in the Amended Agreement to be paid from the Engineering Department’s budget.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of October 2024.

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

**ATTEST:**

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

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

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

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and OHM Advisors, hereinafter referred to as the “Contractor.”

**RECITALS:**

**WHEREAS**, by virtue of the passage of Resolution Number 2023-298-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Contractor for professional services to provide professional engineering consulting services for the Balch Road and Gooch Lane Project; and

**WHEREAS**, the Engineering Department has requested that Contractor provide design services for an additional sidewalk along Balch Road;

**NOW, THEREFORE**, in consideration of the foregoing premises and the parties’ respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

**A. Amendment to Agreement.**

Pursuant to the provisions of this Amendment, Contractor shall provide design services for an additional sidewalk of approximately 300 ft. in length along the east side of Balch Road in an amount not to exceed six thousand five hundred dollars (\$6,500.00).

**B. Remainder.**

Unless specifically amended herein, all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

**C. Effective Date.**

The foregoing Amendment 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 final signature shall be the date that this Amendment comes into effect.

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this Amendment 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 October 2024.

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



**OHM ADVISORS**

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

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

**STATE OF ALABAMA** §

**COUNTY OF MADISON** §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_, is signed to the foregoing instrument and who is, or who has been made, known to me acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

Given under my hand this the \_\_\_\_\_ day of October 2024.

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



October 08, 2024

Honorable Paul Finley  
 Mayor  
 City of Madison  
 100 Hughes Road  
 Madison, AL 35758

**RE: Balch Road and Gooch Lane Roundabout  
 Amendment 3 – Balch Additional Sidewalk**

Dear Mayor Finley,

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

**Scope**

Based on conversations and emails with the City, the City has requested that OHM provide design services for additional sidewalk (approximately 300 ft in length) along the east side of Balch Road. The limits of this addition begin at the current limits of sidewalk shown in the design plans at the north leg of the roundabout (approximate STA 14+22) continuing to the existing end of sidewalk north of the project (north of Rudder Rentals LLC).

Items included in the additional work include:

- Design of layout and grading for additional sidewalk
- Additional plan sheet to show extents of additional sidewalk
- Revisions to existing plan sheets to show additional sidewalk
- Calculation of quantities due to additional sidewalk
- Revision of estimate to include construction of additional sidewalk

**Exclusions and Assumptions**

This contract amendment does not include acquiring additional right-of-way or easements to construct this work. Based on emails from the City, the owner of Rudder Rentals LLC will grant right of entry to grade approximately 8 feet into the property for grading purposes. Assuming minimal reconstruction will occur at the crossing of the two sanitary lift station driveways within existing right-of-way.

The additional work falls within the survey that was collected for the project. As such, no additional survey will be conducted under this amendment.

Existing utilities will be avoided. Utility relocation design is not anticipated or included in this amendment.

Work to acquire additional permits from Madison County or City of Huntsville are not included in this amendment.

**Schedule**

Upon authorization to proceed, OHM will conduct the scope described above. Revised plans and estimate can be issued to the City within 4 weeks.

**Compensation**

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


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

**Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at [james.dearman@ohm-advisors.com](mailto:james.dearman@ohm-advisors.com) or by telephone at (615) 610-5246.

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

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

  
\_\_\_\_\_

\_\_\_\_\_ James Robert Dearman, PE

\_\_\_\_\_ Project Manager

\_\_\_\_\_ 10/08/2024

**City of Madison, Alabama**  
CLIENT

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

(Name) \_\_\_\_\_ Paul Finley

(Title) \_\_\_\_\_ Mayor

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

**RESOLUTION NO. 2024-349-R**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1  
TO AGREEMENT WITH MILLER & MILLER, INC.**

**WHEREAS** the City Council authorized an agreement with Miller & Miller, Inc. (“Miller & Miller”) on June 24, 2024, by Resolution 2024-166-R, for Bid No. 2024-006-ITB | Brownsferry Box Culvert Replacement Project (“the Project”); and

**WHEREAS**, Miller & Miller has submitted Change Order No. 1 to the City for modifications to the base bid for the Project in an amount not to exceed seventy-four thousand nine hundred thirty-three dollars and zero cents (\$74,933.00), and it has requested an additional 30 calendar days be added to the construction schedule; and

**WHEREAS**, the City Engineer, in requesting the Change Order, has provided Council with a signed statement indicating the need and justification for the proposed addition to price and extension of contract completion time;

**NOW BE IT HERBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council finds that the justifications set forth establish that proposed Change Order No. 1 is appropriate; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms of Change Order No. 1; and

**BE IT FURTHER RESOLVED** that the original contract between the City and Contractor is hereby amended to authorize the work described in the proposed Change Order No. 1, and that all other actions taken prior to the date of this resolution are ratified, and the provisions of the original contract remain unchanged.

**READ, PASSED, AND ADOPTED** this 28th day of October 2024.

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

**ATTEST:**

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

APPROVED this \_\_\_\_ day of October 2024.

---

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

*City of Madison, Alabama*  
*Legal Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2024-006-ITB | Brownsferry Box Culvert Replacement**  
*Issued May 15, 2024*

**STATEMENT OF SUPPORT FOR CHANGE ORDER NO. 1**

**The following is offered in support of Contract Change Order No. 1 to Bid Number 2024-006-ITB as it was awarded to Miller & Miller, Inc. on June 24, 2022, by Resolution 2024-166-R:**

1. The requested change order lists one (1) modification that will result in an increase to the awarded Contract Sum, as well as an additional thirty (30) days to the contract time:

- a. Change Order No. 1 includes modifications as follows:
  - Full width roadway undercut for stabilization
  - Including culvert undercut

2. The requested change order has been instituted by the undersigned for the following reasons:

The original contract documents did not initially provide quantities for the full reconstruction of the existing roadway. The culvert undercut will require additional quantities that were not initially accounted for in the original contract.

3. Implementation of this change order will not exceed seventy-four thousand nine hundred thirty-three dollars and zero cents (\$74,933.00). The change order amounts to an approximately 14% increase in the contract price. However, extraordinary circumstances justify this change order. After construction began, Contractor discovered that the road lacked a base and needed to be stabilized to provide structural integrity and a safe roadway. Furthermore, it makes fiscal and administrative sense to make these modifications via change order rather than through competitive bidding, as Contractor was the sole bidder on this project.

4. I have reviewed the pricing submitted by the Contractor and found it to be reasonable, fair, and equitable and recommend approval of the same.



**Michelle Dunson**  
**Deputy City Engineer**

**Date:**

10/23/24

**Witness:**



*City of Madison, Alabama*  
*Legal Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2024-006-ITB | Brownsferry Box Culvert Replacement**  
*Issued May 15, 2024*

***AMENDMENT TO AGREEMENT***

This Amendment to the Agreement dated June 24, 2024 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and **Miller & Miller, Inc.**, located at 2106 Miller Ferry Way, SW, Huntsville, Alabama 35801, hereinafter referred to as the “Contractor.”

**RECITALS:**

**WHEREAS**, by virtue of passage of Resolution Number 2024-166-R, the City Council of the City of Madison awarded the Bid for the Brownsferry Box Culvert Replacement project (the “Project”) in the amount of **five hundred forty thousand two hundred forty-two dollars (\$540,242.00)**; and

**WHEREAS**, on July 8, 2024, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

**WHEREAS**, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

**WHEREAS**, the Agreement allows for amendments and change orders to the original contract as stated in Article II, Section G; and

**WHEREAS**, the City Engineer has recommended certain modifications to the contract, which are described in the Change Order attached hereto as Attachment A; and

**WHEREAS**, the City Engineer, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work attached hereto as Attachment B; and

**WHEREAS**, although the Change Order is an approximately 14% addition to the Contract price, the contemplated addition to the Agreement was not foreseen when the plans and specifications were prepared, and the City Engineering Department has determined and documented in Attachment B that extraordinary circumstances justify the need for this change order; and

**WHEREAS**, the City Council has approved of this Amendment via Resolution No. 2024-

349-R; and

**WHEREAS**, the City and Contractor mutually desire to amend the Agreement as described above, pursuant to Article II, Section G of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises and the parties' respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

**A. Amendment to Agreement:**

1. Article II, Section A is hereby amended as follows:

A. **Contract Price.** The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation subject to additions and deductions as provided in this Agreement not to exceed six hundred fifteen thousand one hundred seventy-five dollars and zero cents (\$615,175.00).

2. Change Order No. 1, is hereby incorporated into the Agreement as an Addendum, and the total contract time is hereby extended by 30 calendar days to a total of 395 calendar days.

**B. Remainder.**

Unless specifically amended in Section A., all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

**C. Effective Date.**

The foregoing amendments shall be effective as of the date of final execution by the parties.

**IN WITNESS WHEREOF**, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.



**CITY OF MADISON, ALABAMA,  
a municipal corporation**

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

Attest: \_\_\_\_\_  
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 October 2024.

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

**MILLER & MILLER, INC.**

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

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

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

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

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024

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



October 15, 2024

City of Madison  
100 Hughes Road  
Madison, AL 35758

Attn: Kyle Macomber  
Email: kyle.macomber@madisonal.gov

**Miller & Miller Inc.**

2106 Miller Ferry Way - Huntsville AL 35801  
Office: 256-882-6200; Fax: 256-882-2864

Sub-Grade Improvement Change Order  
City of Madison Project # 20-008  
Madison Co, AL

**Change Order #1**

Item No.	Description	Quantity	Unit	Unit Price	Amount
<b>Option 1 (Shoulder Undercut, Stabilization &amp; Roadway Leveling)</b>					
	Excavate 12" Below Sub-Grade	122.00	CY	\$41.00	<b>\$5,002.00</b>
	Tensar TX-150 Geogrid	367.00	SY	\$15.00	<b>\$5,505.00</b>
	12" Thick #2 Stone	183.00	TN	\$65.00	<b>\$11,895.00</b>
	Mobilization/Engineering	1.00	LS	\$4,500.00	<b>\$4,500.00</b>
	Leveling/Binder	114.66	TN	\$160.00	<b>\$18,345.60</b>
	Culvert Undercut & Backfill	37.00	CY	\$135.00	<b>\$4,995.00</b>
				Total	<b>\$50,242.60</b>
<b>Option 2 (Full Width Roadway, Stabilization and Culvert Undercut)</b>					
	Excavate 12" Below Sub-Grade	367.00	CY	\$39.00	<b>\$14,313.00</b>
	Tensar TX-150 Geogrid	1,100.00	SY	\$13.75	<b>\$15,125.00</b>
	12" Thick #2 Stone	550.00	TN	\$60.00	<b>\$33,000.00</b>
	Mobilization/Engineering	1.00	LS	\$7,500.00	<b>\$7,500.00</b>
	Culvert Undercut & Backfill	37.00	CY	\$135.00	<b>\$4,995.00</b>
				Total	<b>\$74,933.00</b>

**Terms and Conditions**

- 1) Option 1 & 2 Plan Limits of Unclassified Excavation to be Paid under Original Contract Unit Pricing
  - 1b) Undercut Excavation to be paid at above unit prices
- 2) Option 1 Leveling to be paid in lieu of CABC Plan Quantities
- 3) Option 1 Time Extension: 21 Calendar Days, Option 2 Time Extension: 30 Calendar Days
- 3b) Time Extension Assumes: 10/28 Approval

**RESOLUTION NO. 2024-350-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH IVALDI ENGINEERING, PLLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Ivaldi Engineering, PLLC, for the purpose of providing professional engineering services for the Powell Road and Burgreen Road Intersection Improvements, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of October 2024.

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

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Ivaldi Engineering, 118 Jefferson Street, Suite 4, Huntsville, AL 35801, hereinafter referred to as “Consultant.”

**WHEREAS**, the City of Madison has budgeted for an intersection improvements project to be located at the intersection of Powell Road and Burgreen Road; and

**WHEREAS**, such development requires detailed evaluation and review of proposed plans, drawings, specifications, products, and timelines to ensure the City’s overall intent for the project and its specific metrics and goals are met; and

**WHEREAS**, Consultant is a unique provider of such services; and

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

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

**SECTION ONE: SERVICES TO BE PROVIDED**

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

***Boundary and Topographic Surveying, Geotechnical Engineering Study, Design Phase Services, and Traffic Engineering Services according to the Consultant’s proposal dated October 15, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.***

B. Consultant agrees to comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.

C. Consultant shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.

E. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or

industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

**SECTION TWO: FEE / EXPENSE STRUCTURE**

The total compensation for services rendered by Consultant pursuant to the Scope of Work contained herein shall not exceed **sixty-five thousand eight hundred ninety-five dollars and zero cents (\$65,895.00)**. Consultant shall invoice City in arrears on a monthly basis, terms net thirty (30) days.

In the event services are required which are not included in the Scope of Work, Consultant shall notify City and receive appropriate authorization and approval prior to proceeding.

**SECTION THREE: INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered pursuant to the instant Agreement.

**SECTION FOUR: COMMENCEMENT; TERM**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall expire one (1) year from the date of commencement or upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein, whichever first occurs.

**SECTION FIVE: TERMINATION**

This Agreement may be terminated, with or without cause, by either party by the provision of written notice at least ten (10) days prior to the date of termination.

**SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that neither Consultant nor any employees of Consultant are, or shall be deemed to be, employees of City and that employees of City are not, nor shall they be deemed to be, employees of Consultant.

**SECTION SEVEN: EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option,

suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

**SECTION EIGHT: ASSIGNMENT**

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

**SECTION NINE: ENTIRE AGREEMENT: WAIVER**

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

**SECTION TEN: NOTICES**

All notices to City shall be addressed to:

**City of Madison  
Engineering Department  
Attn.: Michael Johnson  
100 Hughes Road  
Madison, Alabama 35758**

All notices to Consultant shall be addressed to:

**Ivaldi Engineering, PLLC  
118 Jefferson Street South, Suite 4  
Huntsville, AL 35801**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**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 October 2024.

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



Ivaldi Engineering, PLLC  
Consultant

\_\_\_\_\_  
Consultant

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

STATE OF ALABAMA                   §  
  §  
COUNTY OF MADISON               §

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

Given under my hand this the \_\_\_\_\_ day of October 2024.

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

# I VALDI

## ENGINEERING

October 15, 2024  
City of Madison  
Michelle Dunson, P.E., CFM  
100 Hughes Road  
Madison, AL 35758

**Re: Proposal for Professional Engineering Services  
Powell Road and Burgreen Road Intersection Improvements**

To Whom It May Concern:

Ivaldi Engineering, PLLC (“Engineer”) would like to thank you for the opportunity to provide this proposal agreement for professional services on the above referenced project.

We propose to offer the following services:

1. Boundary and Topographic Surveying
2. Geotechnical Engineering Study
3. Design Phase Services
4. Traffic Engineering Services

A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit “A”. Industry standard reimbursable expenses have not been included in the fees. Expenses may include, but are not limited to; copies, overnight delivery and postage, and courier charges. Also attached is Ivaldi Engineering’s Standard Professional Services Agreement. If the proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records and to initiate the start of services. Again, we thank you for the request. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,



Eric Bonds, P.E.  
Ivaldi Engineering, PLLC  
COO & Founding Partner

Attachments

- Exhibit “A” Scope of Services
- Exhibit “B” Professional Services Agreement
- Exhibit “C” Project Data Sheet

Cc: File

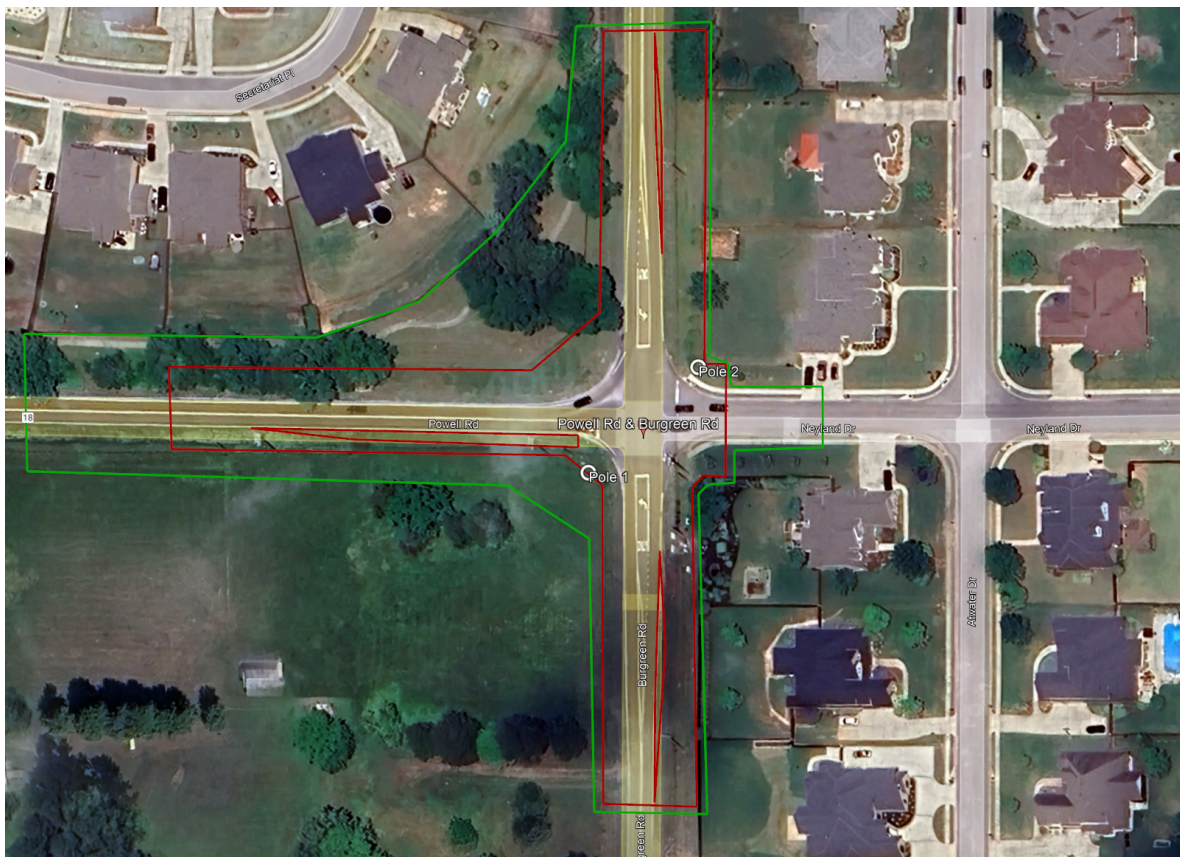
**Exhibit "A"****Powell Road and Burgreen Road Intersection Improvements  
Proposed Scope of Services  
October 15, 2024**

Ivaldi Engineering, PLLC proposed scope of services is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Time of Performance
- VI. Owner's Responsibilities
- VII. Deliverables
- VIII. Compensation

**I. PROJECT DESCRIPTION**

The City of Madison has observed and studied traffic operations at the intersection of Powell Road and Burgreen Road and have requested that the intersection be modified to accommodate current and projected traffic volumes. The City of Madison Engineering Department has requested Ivaldi Engineering provided the design and recommendations for the intersection improvements. The improvements include but are not limited to a traffic signal with pedestrian movements, new turn lane on Powell Road road turning left on Burgreen Road, a sidewalk connection on the northwest quadrant of the intersection, and longer turn storage bays on Burgreen Road if determined necessary by a queuing study. Stormwater is planned to continue using roadside ditches to avoid potential utility conflicts.



## II. SCOPE OF SERVICE

### 1. BOUNDARY AND TOPOGRAPHIC SURVEYING

#### A. SUBSURFACE UTILITY SURVEYING

Subsurface Utility Engineering (SUE) is the investigation of underground utilities to help aid in the design of the site. The following is a description of the Levels of Utility Surveying. The information is provided for information purposes only.

##### 1. QUALITY LEVEL D

The process of gathering record data and depicting utilities on the survey. This data could be digital records, paper records, Internet search, visual site observations, or talking to previous owners. All data will be depicted on the drawing with a statement of the Quality Level of the information.

##### 2. QUALITY LEVEL C

The process of surveying the visible utility features, or if they have already been surveyed, and checking the surveyed locations for accuracy. This data is compiled with the Quality Level D data and both levels of data are labeled accordingly on the Drawings.

##### 3. QUALITY LEVEL B

Involves designating the underground utilities by markings provided through an 811-dig call or by contacting an individual utility company. This data is added to the data collected from Quality Levels D and C.

##### 4. QUALITY LEVEL A

This level involves physically locating the actual utility, often by ground penetrating radar and "potholing". Once the utility is potholed, it is located horizontally and vertically by surveying. Ivaldi Engineering, PLLC has provided this level of surveying as a separate line item that can be authorized if necessary or desired.

#### B. ALTA/NPS BOUNDARY SURVEYING

##### 1. RIGHT-OF-WAY SURVEY

A boundary/Right-Of-Way survey of the intersection area will be provided. All property corners will be recovered or replaced and visibly flagged. Adjoining roads rights-of-way will be established per current deeds and/or road rights-of-way plans in the area of work.

#### C. TOPOGRAPHIC SURVEYING

##### 1. TOPOGRAPHIC SURVEY

We will provide a complete topographic survey for the referenced site area. Contours will be depicted at a one (1) foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features includes, but is not limited to; curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. and will be shown. Utility information will be depicted based on SUE Quality Level B.

An exhibit and legal description for the area potentially being acquired to connect sidewalk access on the northwest quadrant of the intersection has been included in this scope. Platting and additional Right-of-Way exhibits can be provided as an additional services.

## 2. GEOTECHNICAL ENGINEERING STUDY

A Geotechnical Engineering Study will be performed by our sub consultant GTEC, LLC. and will provide recommendations for road improvements and signal pole foundation designs. A copy of their proposal is attached for review.

## 3. DESIGN PHASE SERVICES

### A. SCHEMATIC DESIGN PHASE

#### 1. SCHEMATIC SITE PLAN

We will prepare one schematic site plan based on furnished information and Client's desired requirements.

#### 2. SCHEMATIC GRADING PLAN

Based on the schematic site plan, we will provide schematic grading to evaluate site evaluations.

#### 3. SCHEMATIC SIGNAL PLAN

Based on the schematic site plan, we will provide schematic signal plan.

#### 4. MEETINGS AND COORDINATION

We will coordinate with the project lead, other project team members and owner regarding possible design options, site constraints, and other potential issues. Additionally, we will also coordinate electronic transfer of information, drawings, and other pertinent or requested information with design and construction team members as requested.

#### 5. CONCEPT REVIEW

As requested by the Client, we will submit the schematic plans for review as a part of due-diligence and project formulation or as required by the local agency as part of the plan review process.

### B. DESIGN DEVELOPMENT PHASE

Based on the accepted Schematic Design drawings the Design Development (DD) Phase will represent roughly 50% project completion. A set of plans containing the following design and information will be included. Significant revisions to the Scope of the project during Design Development may result in additional services for the Final Design Phase.

#### 1. COVER SHEET

Includes sheet index and identifies the name, location, and Client of the Site and/or project. Appropriate permitting information may be also required on the cover sheet.

#### 2. EXISTING CONDITIONS

Based on the survey, we will prepare an existing conditions plan. Some municipalities require a copy of the signed and sealed survey.

#### 3. SITE PLAN

A preliminary Site Plan will be created based upon the Client's requirements and our understanding of the proposed project.

#### 4. SIGNAL PLAN

A preliminary Signal Plan will be created based upon the Client's requirements and our understanding of the proposed project.

#### 5. UTILITY PLAN

Coordination and preliminary design of the signal utility infrastructure. We will depict preliminary locations for power poles, conduits, pull boxes, equipment pads, and show

any existing utilities in conflict that may need to be relocated.

**6. GRADING AND EARTHWORK**

We will prepare grading plan(s) based on the existing conditions plan, design development site plan, and geotechnical engineer’s reports. We will begin preliminary earthwork calculations that will be computed based on the existing and proposed contours as shown in our AutoCAD design files. The Engineer makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.

**7. STORM DRAINAGE SYSTEM DESIGN**

We will begin laying out the storm drainage system, including ditches, culverts, inlets, pipes, etc., based on preliminary grading.

**8. CONSTRUCTION DETAILS**

We will begin including pertinent typical civil construction details and local permitting agency details.

**9. PRELIMINARY QUANTITIES ESTIMATE**

We will provide a preliminary construction materials quantities estimate to set or compare to existing budget.

**10. MEETINGS AND COORDINATION**

We will coordinate with the project lead design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members

**C. FINAL CONSTRUCTION DOCUMENTS PHASE**

The Final Construction Documents Phase represents 100% project completion and preparation for submittal to permitting agency.

**1. SITE DEMOLITION PLAN**

We will prepare a basic site demolition plan. This plan is provided to indicate the general intent of the required demolition. Additional demolition and coordination may be required by the Client and/or Contractor.

**2. SITE PLAN(S)**

Includes the proposed layout of the project with the appropriate dimensions and coordinates for proper construction of the project. The site plan will depict the layout of the proposed improvements, including sidewalks, ramps, legends, striping, signs, paving, and other site features.

**3. SIGNAL PLAN(S)**

Includes the proposed layout of the proposed signal with the appropriate dimensions and coordinates for proper construction of the signal. Equipment to be specified will include, poles, mast arms, signal displays, controller, detectors, pull boxes, pedestrian poles, push buttons, and conduits. Other items to be shown will include striping, legends, signage, and phasing diagram. A comprehensive list of materials and controller cabinet input assignments will also be provided.

**4. UTILITY PLANS**

The utility plan will depict the design of the signal and signal utility infrastructure. We will depict designed locations for poles, conduits, pull boxes, equipment pads, and show any existing utilities in conflict that will need to be relocated.

**5. GRADING PLAN(S)**

Includes existing and proposed grade elevations and spot elevations where appropriate for construction, which shall be based on geotechnical reports where applicable. Grading will plans shall meet the latest ADA requirements as applicable. Earthwork calculations will be computed based on the existing and proposed contours as shown in out AutoCAD design files. The Engineer makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.

**6. STORM DRAINAGE SYSTEM DESIGN**

The storm drainage system, including ditches, culverts, inlets, pipes, etc., will be designed for the storm frequency required by the local permitting and other pertinent design parameters in accordance with applicable codes and ordinances. The storm drainage design, computations, and other computer program output may be included on the plans as a Hydraulics Chart.

**7. STORM DRAINAGE PROFILES**

We will provide design profiles for the proposed storm drain pipes. The profiles will include hydraulic grade lines per the storm drainage design as required by the local agency, as well as utility crossings. A pipe chart will be shown on the profile sheet indicating storm flows and hydraulic grade line elevations.

**8. CIVIL CONSTRUCTION DETAILS**

Final typical civil construction details and local permitting agency details.

**9. MEETINGS AND COORDINATION**

We will coordinate with the project lead and/or Owner design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.

**10. EROSION AND SEDIMENT CONTROL BMP DESIGN**

We will provide the Erosion, Sedimentation and Pollution Control Design and Plans in accordance with State of Alabama requirements for Best Management Practices (BMP) and the NPDES General Permit. These plans may include the following:

**a. Initial Erosion Control Plan**

Includes perimeter control BMPS and the design of initial sediment storage BMPs.

**b. Intermediate Erosion Control Plan**

Includes BMPs during grading operations and drainage installations and design of sediment storage BMPs.

**c. Final Stabilization Plan**

Include final site stabilization, the removal of all temporary BMPs and the incorporation of final and permanent BMPs.

**d. Erosion Control Details**

Details of BMPs for all phases of construction.

**4. TRAFFIC ENGINEERING SERVICES****A. EXISTING TRAFFIC DATA**

Traffic data will be gathered on a typical weekday in the study area. Data collection will consist of peak hour turning movement counts between the hours of 7-9 AM, 2-4 PM, 4-6 PM at the intersections of Powell Road and Burgreen Road. From the data collected, the

AM and PM peak hour turning movement volumes will be determined. A background growth rate will be applied to the existing volumes to be utilized for the queuing study.

### B. SIGNAL ANALYSIS

A Signal Analysis will be performed on the proposed signal to ensure or recommend adequate turn lane storage depth, determine the proposed level of service, and to provide base signal timings.

### C. SIGNAL WARRANT

A Signal Warrant memo can be provided if requested by the Client and has been added as a separate line item.

## III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- Client will appoint a single point of contact for coordination purposes.
- Access to the site as required for Ivaldi Engineering and their sub consultants.
- Permit and plan review fees to be paid by the owner.
- No off-site utility design.
- No retaining wall design as part of the proposal.

## IV. ADDITIONAL SERVICES

Services that are not included but may be provided by Ivaldi Engineering as an additional service include:

- Construction administration services
- Construction stake-out surveying
- As-Built Surveying
- Materials Testing
- Utility designs for water, sewer, gas, telecom, or electric
- Alabama Department of Transportation Permitting
- ADEM NPDES Construction Stormwater Permitting
- Bidding and award services.
- Assistance with bid protests and rebidding
- Construction phase revisions to unforeseen conditions;
- Construction phase revisions to the erosion control plans due to contractor requested revision, hydrologic changes, and all other site revisions.
- Value Engineering, design changes, or plan revisions after Client approval
- **Fees for Additional Services**

The fees for additional services, upon request and authorization provided by the Owner, will be billed at Ivaldi's standard hourly rates or at a negotiated lump sum amount. A copy of Ivaldi's standard hourly rates can be provided upon request.

## V. TIME OF PERFORMANCE

Subject to your authorization, we are prepared to begin work immediately and will continue to do so until completion. It is estimated that plans can be ready for submittal to the Authorities Having Jurisdiction (AHJ's) no later than 10 weeks after receiving written notice to proceed from the Client. Client initiated revisions to the project layout or program after our services commence may require an adjustment in fee and schedule. This schedule is based on the Engineers current workload and is subject to change if notice to proceed is not provided within 30 business days.



### VI. OWNER'S RESPONSIBILITIES

- Review documents and respond to questions in a timely manner.
- Appoint a single point of contact for project coordination purposes.
- Provide project requirements and system data as required. Changes after the Engineer commences services may require a change in fee and additional time to complete.
- Execute permit applications and pay all required permit and plan review fees.

### VII. DELIVERABLES

Additional copies provided as a reimbursable expense:

- Civil Plans
- CAD files (version)

### VIII. COMPENSATION

FEES		
DESCRIPTION	FEE TYPE	FEE
<b>Boundary AND Topographic Surveying</b>		
Boundary and Topographic Survey (SUE B)	Lump Sum	\$10,780.00
Ground Penetrating Radar	Lump Sum	\$3,850.00
Potholing (SUE A)	Lump Sum	\$5,500.00
<b>Geotechnical Engineering Study</b>		
Geotechnical Engineering Study	Lump Sum	\$11,250.00
<b>Design Phase Services</b>		
Design Phase Services	Lump Sum	\$26,265.00
<b>Traffic Engineering Services</b>		
Signal Study	Lump Sum	\$5,500.00
Signal Warrant	Lump Sum	\$2,750.00
<b>Post Permit and Construction Phase Revision</b>		
Post Permit and Construction Phase Revisions	Hourly	Hourly
<b>Reimbursable Expenses</b>	@ Cost	@ Cost
	<b>Total</b>	\$65,895.00*

\*Does not include hourly service



**PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** effective as of: October 15, 2024 between:

**Client:** City of Madison

**Engineer:** Ivaldi Engineering, PLLC

**FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:**

Proposal for Professional Services, Powell Road and Burgreen Road Intersection Improvements

**CLIENT AND ENGINEER IN CONSIDERATION OF THEIR MUTUAL COVENANTS AS SET FORTH HEREIN AGREE AS FOLLOWS:**

**I. SERVICES OF ENGINEER**

Engineer shall provide the Scope of Services set forth herein.

**II. CLIENT’S RESPONSIBILITIES**

**1. GENERAL**

Client shall execute this agreement in a timely manner.

**III. TIMES FOR RENDERING SERVICES**

**1. GENERAL**

Engineer’s services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

**IV. PAYMENTS TO ENGINEER**

**1. METHODS OF PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES OF ENGINEER**

**A. FOR BASIC SERVICES**

Client shall pay Engineer for Basic Services performed or furnished under summary of fees.

**B. FOR ADDITIONAL SERVICES**

Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified herein or a Negotiated Lump Sum Fee for the Additional Services.

**2. PAYMENTS**

**A. PAYMENT OF INVOICES**

Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice the amounts due Engineer will be increased at the rate of 8% per annum (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

**B. DISPUTED INVOICES**

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

## V. OPINIONS OF COST

### 1. OPINIONS OF PROBABLE CONSTRUCTION COST

Engineer’s opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor’s methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that.

## VI. GENERAL CONSIDERATIONS

### 1. STANDARDS OF PERFORMANCE

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer’s profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by the Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

### 2. GEOTECHNICAL SUBSURFACE EXPLORATION

Provided that the Client has conducted subsurface investigations, Ivaldi will, working in concert with the Client, perform the Civil Design to accommodate the Client’s desires to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, Ivaldi will, at the Client’s request and expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to Ivaldi by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, Ivaldi is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

### 3. USE OF DOCUMENTS

All Documents are instruments of service with respect to this Project, Client and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Client or Engineer as applicable) whether the Project is completed or not. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

### 4. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon written ten-day notice. In the event of termination, the compensation will be equitably adjusted, and the Engineer will only be entitled to pay for services performed with no compensation.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state in which the Project is located.

### 6. SUCCESSORS, ASSIGNS, AND BENEFICIARIES

Client and Engineer each is hereby bound to the other party to this Agreement. Neither

Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to Client's affiliates under common control, its lenders and assignees with respect to the project, to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in the assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7. DISPUTE RESOLUTION

It is expressly agreed between Client and Ivaldi Engineering, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that Ivaldi Engineering may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration.

**Notwithstanding any provision of this Agreement to the contrary, should Ivaldi Engineering be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.**

### 8. ALLOCATION OF RISKS

Client acknowledges that even with the accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely or primarily by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.
2. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Client, Client's officers, directors, partners, employees, and Client's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely or primarily by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and Engineer's consultants with respect to this Agreement or the Project.
3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify

any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**A. LIMITATION OF ENGINEER'S LIABILITY**

**Engineer's Liability Limited to Amount of Engineer's Insurance.**

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total amount of fee of this contract at the time of the loss under this agreement.

**9. NOTICES**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

**10. SURVIVAL**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

**11. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**12. WAIVER**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**13. INSURANCE**

Ivaldi will maintain insurance coverage for the duration of Ivaldi's services and for a period of two years after completion of the Project. Ivaldi's insurance will be primary, noncontributory and Owner will be named as additional insured with respect to the General Liability, Automobile Liability and Umbrella/Excess liability policies.



VII. ACCEPTANCE

Client: City of Madison

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

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

Signature: \_\_\_\_\_

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

Engineer: Ivaldi Engineering, PLLC  
118 Jefferson Street S, Suite 4  
Huntsville, AL 35801

Name: Eric Bonds, P.E.  
Title: COO & Founding Partner

Signature:  \_\_\_\_\_

Date: October 15, 2024



**Exhibit "C"**  
**Project Data Sheet**

Company's Registered Name if applicable: City of Madison

Primary Point of Contact's name and title: \_\_\_\_\_

Point of Contact's phone number: \_\_\_\_\_

Point of Contact's email address: \_\_\_\_\_

Business address to be listed on contract documents: \_\_\_\_\_

\_\_\_\_\_

Please fill out information below if invoicing contact is different from main Point of Contact's.

Invoicing Contact's Name: \_\_\_\_\_

Invoicing Contact's Email Address: \_\_\_\_\_

Invoicing Contact's Phone Number: \_\_\_\_\_

Invoicing deadline if applicable: \_\_\_\_\_

Invoicing particulars we should be aware of (example: required PO numbers, company project numbers or other invoicing formats):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Preferred payment method (Check, Bank Wire, Bank Transfer, \*Credit Card): \_\_\_\_\_

*\*Please note there is a 3% credit card processing fee and a 1% bank transfer processing fee. The Client will be responsible for paying these fees in addition to the invoiced amount.*