



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
March 11, 2024

AGENDA NO. 2024-005-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons with Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-04-RG, dated February 26, 2024

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. **Resolution No. 2024-055-R:** Acceptance of an insurance settlement from Nationwide Insurance Company on Claim No. 969658-GM for damage to pole and signal box on Burgreen and Hardiman Road which occurred on or about February 19, 2022 by their insured (settlement in the amount of \$3,610.00)

- C. **Resolution No. 2024-070-R:** Acceptance of Insurance Settlement of \$4,473.16, less \$500 deductible, on Claim No. 061433 from Alabama Municipal Insurance Corporation for damage to a police vehicle due to a collision which occurred on February 10, 2024
- D. **Resolution No. 2024-074-R:** Acceptance of an Insurance Settlement from Alabama Municipal Insurance Company, Claim No. 060072 for fire damage to 2016 Ford Expedition used by the Fire Department, which occurred on June 23, 2023 (\$21,227.05 - no deductible for fire damage)
- E. **Resolution No. 2024-087-R:** Acceptance of Insurance Settlement from Alabama Municipal Insurance Corporation of \$2,265.61, less a \$500.00 deductible, on Claim No. 061378, for a Police vehicle involved in an accident on January 24, 2024
- F. **Resolution No. 2024-088-R:** Acceptance of insurance settlement from American Municipal Insurance Corporation, Claim No. 061420, in the amount of \$7,088.79, with a deductible of \$500.00 for damages caused by a vehicle colliding with a Public Works vehicle during a ice/snow storm.
- G. Authorization for the Public Works Department to solicit bids for asphalt paving services
- H. Authorization for Facilities & Grounds Department to solicit bids for demolition services for the Public Safety Annex
- I. Authorization for the Engineering Department to solicit bids for Project 24-015 rewiring Traffic Signal for Wall Triana and I-565 Eastbound off ramp
- J. Senator Tom Butler House District 2 Awarded the Madison County Legislative Delegation Community Service Grant to the Madison Senior Center for Programming Expenses and Equipment in the amount of \$2,500.00

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

A. **Resolution No. 2024-078-R:** Designation of Voting Delegate for Alabama League of Municipalities Annual Convention to be held May 15-18, 2024 in Huntsville, Alabama

B. **Resolution No. 2024-080-R:** Authorizing the archiving of the March 11, 2024 City Council Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

- A. **Resolution No. 2024-081-R:** Request for an On-Premises Beer and Wine License from Savage Holdings LLC., doing business as Lost Pizza Co. for their location at 181 Hughes Road, Suite 1A

13. DEPARTMENT REPORTS

COURT

- A. **Resolution No. 2024-083-R:** Authoring an MOA with Madison County for Work Release Program

ENGINEERING

- A. **Resolution No. 2024-068-R:** Authorizing a Commercial Aid to Construct Agreement with Athens Utilities for the relocation of power lines on Project 22-036 | Burgreen and Huntsville-Browns Ferry Roundabout (not to exceed \$228,510.64, to be paid from Engineering Department budget)
- B. **Resolution No 2024-075-R:** Authorizing Amendment No. 1 with Goodwyn Mills and Cawood on Project 22-024 | Mill Creek Ditch for FEMA No-Rise Certification (an amount not to exceed \$5,500.00, to be paid from Engineering Department budget)
- C. **Resolution No 2024-076-R:** Authorizing Amendment No. 1 with Nivens & Associates Appraisals, Inc. on Project 22-039 Segers and Maecille Drive Road Extension for appraisal revisions on Parcels 4 & 5 (not to exceed \$400.00, to be paid from Engineering Department Budget)
- D. **Resolution No. 2024-077-R:** Authorization for the acquisition of two additional right of ways and a temporary construction easement for the Segers Road and Maecille Drive Project.

FACILITIES AND GROUNDS

- A. **Resolution No. 2024-071-R:** Awarding a contract to Vonachen Group to provide janitorial services and optional services to the Madison Public Library and the Wellness Center (to be paid from Accounts: Library 70-010-000-2201-00; Wellness Center 10-170-000-2201-90)
- B. **Resolution No. 2024-086-R:** Awarding a contract to Jani-King to provide janitorial services and optional services to the Community Center (to be paid from Account 10-170-000-2201-00)

PLANNING

- A. **Resolution No. 2024-082-R:** Approving Professional Services Agreement with ArcSpace Studio in the amount of \$14,240 for preparation of Phase 2 of the Master Plan for the Farley-Wann House (to be paid from 10-010-000-2942-00 - Wann House Reconstruction)

POLICE

- A. **Resolution No. 2024-072-R:** Award of Bid No. 2024-002-ITB, Madison Police Department Rifle Purchase to Troy Industries, Inc. (\$71,435.00 less trade-in value, to be paid from Account 10-020-000-2405-26)

RECREATION

- A. **Resolution No. 2024-073-R:** Addendum to transfer RecTrac recreation software server to cloud-based service provided by Vermont Systems (\$12,672 annually, to be paid from Recreation Department budget)
- B. **Resolution No. 2024-084-R:** Authorizing a Professional Services Agreement with Chris Welch for Pickleball Instruction

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-04-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
February 26, 2024**

The Madison City Council met in regular session on Monday, February 26, 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 Huey Hudson with Restoration Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Coordinator Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, City Administrator Steve Smith, Economic Development and External Affairs Officer Traci Gillespie, Director of Facilities Gerald Smith, Director of Public Works Kent Smith.

Public Attendance registered: Margi Daly, Jennifer Coe, Judith Miller, Charles Williams Jr., Roxanne Williams, Terry E. Odum, Richard Perry, Bob Burns, Roslyn Pellerito, Huey L. Hudson, Cody Edger

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-03-RG DATED FEBRUARY 12, 2024

Council Member Shaw moved to approve Minutes No. 2024-03-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION BY BRIAN GOODWIN, BEAUTIFICATION BOARD PRESIDENT MADISON BEAUTIFICATION BOARD FOR THE ARBOR DAY CONTEST CERTIFICATES AND PRIZES PRESENTATION

Heritage Elementary –

- First Place – Katelyn Duan
- Second Place – Anisiia Stremska
- Third Place – Presley Wilson

Horizon Elementary –

- First Place – Eleanor Perry
- Second Place – Yozi Navarro-Gonzalez
- Third Place – Matthew Ng

Madison Elementary –

- First Place – Harper Murray
- Second Place – Isaac Waye
- Third Place – Paisley Hester

St. John's School –

- First Place – Salmah Chiwai
- Second Place – Charlie Smith
- Third Place – Lillian Freelove

Midtown Elementary –

- First Place – Zayna Killedar
- Second Place – Harleigh-Monet Hendersen
- Third Place – Caleb Kamara

Rainbow Elementary –

- First Place – Suveda Jindal
- Second Place – Easley Yav
- Third Place – Nora Terry

Columbia Elementary –

- First Place – Jenny Jung
- Second Place – Kiet Huynh

Mill Creek Elementary –

- First Place – Alex Lovelace
- Second Place – Eileen Su
- Third Place – Diana Cordier

PUBLIC COMMENTS

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

MR. QUENTIN JASPER (DISTRICT 7)

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

- Thanked Council Member Seifert for interviewing with his son for a class project at UAB

MS. JUDY MILLER (DISTRICT 4)

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

- Requested a sidewalk from the Dublin Village parking lot to the parking lot of the Arlington Shopping Center

MS. MARGI DALY (DISTRICT 6)

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

- Agenda not being published on time
- Resolution No. 2024-054-R
- Resolution No. 2024-058-R
- Resolution No. 2024-051-R
- Streetlights
- Bridge at Browns Ferry

JENNIFER COE (DISTRICT 5)

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

- Resolution No. 2024-051-R
- Resolution No. 2024-023-R
- Proposed Ordinance No. 2024-015

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

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

General Operating Account	\$1,322,238.10
Special General Operating Accounts	\$36.32
ADEM Storm Drainage	\$300.00
1/2 Cent Capital Replacement	\$382,106.28
Gasoline Tax & Petroleum Inspection fees	\$7,070.92
CIP Bond Accounts	\$80,938.38
Library Building Fund	\$250,422.04
Water Distribution and Storage	2,039,362.85
Multi-Use Venue Collection Fund	\$1,569,251.28

Regular and periodic bills to be paid

Resolution No. 2024-042-R: Declaring eight SCOTT C420 powered respirators formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property

Resolution No. 2024-057-R: Authorizing the acceptance of Quote No. Q097256 in the amount of \$8,500 from NearMap U.S., Inc. for renewal of subscription for aerial imagery and AI layers for building footprints and impervious areas (to be paid from Engineering Department budget)

Resolution No. 2024-060-R: Authorizing an MOU with the City of Madison Board of Education for transportation during City events for 2024

Resolution No. 2024-062-R: Authorizing the acceptance of Quote No. 10858074 in the amount of \$20,096.55 from Stryker Medical for the renewal of a Preventative Maintenance Service Plan (to be paid from Fire Department budget)

Resolution No. 2024-063-R: Providing for the disposal of personal property of negligible value (2 projector screens) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison for the Information Technology Department

Resolution No. 2024-067-R: Accepting a settlement from Country Financial DBA Country Mutual Insurance Company. The payment is for damage sustained to Madison Cemetery Fence located at 165 Mill Road. The damage occurred on 12/01/2023 by the insured. Country Financial has submitted a final settlement to the City of Madison, Alabama in the amount of \$3,400.00 on claim 600-0832142 for damages caused by their insured to Madison Cemetery fence located at 165 Mill Road.

Resolution No. 2024-069-R: Authorizing an amendment to lease agreement with Canon Financial Services for an additional copier for the Recreation Department Wellness Center location in the amount of \$135.95 per month (to be paid from Recreation Department budget)

Authorization for the Engineering Department to solicit bids for Huntsville Browns Ferry Road and Burgreen Road Roundabout on Project 22-036 (to be paid from Engineering Department budget)

Acceptance of check from Westminster Christian Academy in the amount of \$1,000 for Dublin Park Tennis Court improvements (to be deposited into Dublin Operations account)

Approval to accept MSC Donation from L. Tucker for \$30.00

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

PROPOSED ORDINANCE NO. 2024-049: DECLARING REAL PROPERTY LOCATED AT 4182 SULLIVAN STREET SURPLUS AND AUTHORIZING DISPOSITIVE ACTIONS FOR THE SALE OF THE PROPERTY (FIRST READING 2/12/2024)

Council Member Denzine questioned if the value of the property is known. Mayor Finley said we do not know the value of the property, but we do know what it appraised for and will most likely put it up for auction.

Council Member Wroblewski moved to approve Ordinance No. 2024-049. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Civic Awareness Academy is still open and accepting applications through the rest of February. Mayor Finley stated that it will be a full class and will give participants the ability to learn how the City works and have one on one sessions with department heads.
- Dublin continues to get busy, as well as Old Madison Pike. We are working with our team to open the gate on Ashley Drive, as it is a need to alleviate traffic and keep it safe. The gate will remain closed when the park is closed.
- Another baby was placed in the Safe Haven Baby Box, located at Madison Fire Station 1. This is the second child in one month to be placed in the box.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked the Fire Department and the Mayor's Office for their support in the ReadyFest event over the weekend. Over 250 people attended, and many vendors were present to offer their services. She also thanked Mr. Wroblewski for providing the tables and chairs for the event.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Wanted to inform everyone that every Friday there is an ALM Advocacy newsletter that comes out where you can find what is going on at the State House regarding bills that we may want to reach out to our legislators about.
- Attended a Chamber Board meeting and there are a lot of exciting things going on in the City.
- Attended ReadyFest and felt it went very well and was very well received in the community.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- School Board applications are due on March 6th.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- There will be no Work Session in February. The next one will be held on March 11th, an hour before the Council Meeting.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- ReadyFest was a great event, and she learned a lot. She also thanked the Firemen for their virtual reality presentation showing the reality of how quickly a fire can spread.
- Had a wonderful meeting with the Madison Visionary Partners. She explained how they focus on community led, grassroot fundraising. On March 28th at 8am, they will be holding their 2nd Annual Community Volunteer Breakfast.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF HOLLY WAITE TO PLACE 5 OF THE MADISON CITY DISABILITY ADVOCACY BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Wroblewski nominated Holly Waite to Place 5. There being no further nominations, Ms. Waite was appointed by acclamation

RE-APPOINTMENT OF JENNY EVERS TO PLACE 3 OF THE MADISON CITY DISABILITY ADVOCACY BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Wroblewski nominated Jenny Evers to Place 3. There being no further nominations, Ms. Evers was re-appointed by acclamation

APPOINTMENT OF SAMANTHA MAGNUSON TO PLACE 1 OF THE MURAL ADVISORY BOARD WITH A TERM EXPIRATION OF FEBRUARY, 2026

Mayor Finley nominated Samantha Magnuson to Place 1. There being no further nominations, Ms. Magnuson was appointed by acclamation

APPOINTMENT OF KRISTEN STRICKLAND TO PLACE 2 MURAL ADVISORY BOARD WITH A TERM EXPIRATION OF FEBRUARY 27, 2026

Mayor Finley nominated Kristen Strickland to Place 2. There being no further nominations, Ms. Strickland as appointed by acclamation

APPOINTMENT OF CRISTIE CLARK TO PLACE 3 MURAL ADVISORY BOARD WITH A TERM EXPIRATION OF FEBRUARY 27, 2028

Mayor Finley nominated Cristie Clark to Place 3. There being no further nominations, Ms. Clark was appointed by acclamation

APPOINTMENT OF DWAYNE CRAFT TO PLACE 4 MURAL ADVISORY BOARD WITH A TERM EXPIRATION OF FEBRUARY 27, 2028

Mayor Finley nominated Dwayne Craft to Place 4. There being no further nominations, Mr. Craft was appointed by acclamation

APPOINTMENT OF MASON OVERCASH TO PLACE 5 MURAL ADVISORY BOARD WITH A TERM EXPIRATION OF FEBRUARY 27, 2028

Mayor Finley nominated Mason Overcash to Place 5. There being no further nominations, Mr. Overcash was appointed by acclamation

PUBLIC HEARINGS

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

No Public Hearings

DEPARTMENTAL REPORTS

ENGINEERING

PROPOSED ORDINANCE NO. 2024-015: AMENDMENT TO THE CITY’S FLOOD ORDINANCE (FIRST READING 02/12/2024)

Council Member Shaw moved to approve Ordinance No. 2024-015. Council Member Powell seconded. Council Member Spears asked why we are requesting this as opposed to what has been done in the past. City Engineer Michael Johnson stated we are doing this by necessity according to the new flood ordinance by FEMA. This happens periodically to stay part of the National Flood Ordinance Program. Ms. Spears also asked if there will be a MOU with the utility companies for businesses who were not complying. Mr. Johnson answered that the City would work with our contacts at Madison Utilities to decide the best route to take. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-054-R: AUTHORIZING ACQUISITION OF PROPERTY NEEDED FOR THE SEGERS ROAD AND MAECILLE DRIVE IMPROVEMENT PROJECT

Council Member Shaw moved to approve Resolution No. 2024-054-R. Council Member Powell seconded. Council Member Denzine asked how much money would be spent to obtain the property. City Engineer Michael Johnson answered we do not have the exact number and are currently working on an appraisal. Council Member Spears clarified that the City always tries to negotiate before we consider eminent domain. Mr. Johnson agreed. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-058-R: AUTHORIZING ACQUISITION OF PROPERTY
NEEDED FOR THE BROWNS FERRY AND BURGREN IMPROVEMENT PROJECT**

Council Member Spears moved to approve Resolution No. 2024-058-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

**RESOLUTION NO. 2024-051-R: AUTHORIZING AN AGREEMENT WITH CHORBA
CONTRACTING CORPORATION FOR REPAIR/RENOVATIONS TO TOYOTA FIELD
SHOWER AREA IN THE AMOUNT OF \$65,176.00 (TO BE PAID FROM MULTI-USE
VENUE MAINTENANCE FUND CHECKING)**

Council Member Spears moved to approve Resolution No. 2024-051-R. Council Member Powell seconded. Council President asked Director of Facilities Gerald Smith why this is necessary. Mr. Smith explained there are three showers and they do not drain properly. The water is running out of the door and down the hallway. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-066-R: APPROVING ARCHITECTURAL SERVICES DESIGN
FEE PROPOSAL WITH NOLA / VAN PEURSEM ARCHITECTS P.C. IN THE AMOUNT
OF \$15,750 FOR DESIGN OF NEW ANIMAL CONTROL BUILDING (TO BE PAID
FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-066-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

POLICE

RESOLUTION NO. 2024-052-R: AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH KULTURECITY FOR POLICE DEPARTMENT TRAINING AT NO COST TO THE CITY

Council Member Spears moved to approve Resolution No. 2024-052-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-056-R: AUTHORIZING AN MOU WITH THE ALEA DRUG TASK FORCE

Council Member Shaw moved to approve Resolution No. 2024-056-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2024-023-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MIKE GENTLE (TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-023-R. Council Member Shaw seconded. Mayor Finley asked Director of Public Works Kent Smith what the primary thing Mike Gentle helps him with is. Mr. Smith said he helps him as a Special Events

Coordinator and a Weather Coordinator. He also has several certifications that are beneficial to the City. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-064-R: AUTHORIZING RENEWAL OF AN AGREEMENT WITH MADISON COUNTY FOR THE JOINT PURCHASE OF AGGREGATE AND GRAVEL

Council Member Shaw moved to approve Resolution No. 2024-064-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2024-053-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHNSON & ASSOCIATES FOR A BOUNDARY SURVEY AT DUBLIN PARK IN THE AMOUNT OF \$2,600 (TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2024-053-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 6:57 p.m.

Minutes No. 2024-04-RG, dated February 26, 2024, read, approved and adopted this 11 day of March 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

RESOLUTION NO. 2024-055-R**ACCEPTANCE OF SETTLEMENT OFFER ON CLAIM NO. 061378 FOR POLICE VEHICLE
COLLISION DAMAGE**

WHEREAS, on January 24, 2024, at 6:23 p.m. which loss upon the best knowledge and belief of insured was caused by collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$2,265.61 minus a \$500.00 deductible.

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 \$2,265.61 minus a \$500.00 deductible from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 11th day of March 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024

Paul Finley, Mayor
City of Madison, Alabama

PROPERTY DAMAGE RELEASE

Claim Number: 969658-GM

Policy Number: 7701J 016962

Date Prepared: February 2, 2024

Notice of Loss Date: February 19, 2022

Claims Associate: Sam Cantu

Associate Phone: 833-384-1266 x11110

Associate Address: PO BOX 182068, , COLUMBUS, OH 43218-2068

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being of lawful age, for sole consideration of Three Thousand Six Hundred-Ten Dollars 00/100 (\$3,610.00) to be paid to The City of Madison do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Nationwide Property & Casualty Insurance Company, John A Robertson and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all property damage claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about February 19, 2022 at or near BURGREN RD, MADISON, AL 35756.

This offer is a pro-rata offer based on our policy limits. The City of Madison has been offered \$3,610.00 and AAA has been offered \$46,390.00 for their insureds property damages. All offers are contingent on all parties accepting and returning their signed release before any payments can be issued.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Initial(s): _____

Date: _____



*-B-*969658-GM-|-1-|-Forms-|-General*-E-*

RESOLUTION NO. 2024-070-R**ACCEPTANCE OF SETTLEMENT OFFER ON CLAIM NO. 061433 FOR POLICE VEHICLE
COLLISION DAMAGE**

WHEREAS, on February 10, 2024, at 11:43 p.m. which loss upon the best knowledge and belief of insured was caused by collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$4,473.16 minus a \$500.00 deductible.

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 \$4,473.16 minus a \$500.00 deductible from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 11th day of March 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 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
AGENT

061433MT
ADJUSTER FILE NUMBER
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.
2019	Ford	Explorer	2325

**DATE OF LOSS
CAUSE**

A loss occurred on the 10th day of February, 2024, about the hour of 11:43 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by auto collision.

**LOCATION
OWNERSHIP**

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

**VALUE
(If a total loss)
WHOLE LOSS
DEDUCTIBLE
AMOUNT**

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$4,473.16
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$3,973.16

**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: 2-15-24

SIGNATURE

Witness: _____

Subscribed and sworn to before me this 15 day of February, 2024

Kerri Sulyma
NOTARY PUBLIC



RESOLUTION NO. 2024-074-R**ACCEPTANCE OF AMIC SETTLEMENT CLAIM NO. 060072AH FOR DAMAGE TO
FIRE DEPARTMENT 2016 FORD EXPEDITION**

WHEREAS, on JUNE 23, 2023, at 5:51 P.M. while responding to a Combine fire, the exhaust and dry field caused the vehicle to catch on fire. There was heavy damage to the Fire Department 2016 Ford Expedition.

WHEREAS Alabama Municipal Insurance Corporation, the insurance carrier for the City of Madison, Alabama, has deemed a total loss. The settlement offer is in the amount of \$21,227.05 for 2016 Ford Expedition. There is no deductible withheld on fire damage.

NOW THEREFORE BE IT RESOLVED that the City of Madison, Alabama does accept a settlement offer in the amount of \$21,227.05 for 2016 Ford Expedition and that the Mayor is hereby authorized to execute any documents to accept said offer of settlement for the property damage associated with Alabama Municipal Insurance Corporation Claim Number 060072AH.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281233
POLICY NUMBER
October 1, 2022
EFFECTIVE DATE

\$0.00
DEDUCTIBLE
AGENT

060072AH
ADJUSTER FILE NUMBER
060072AH
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.
2016	Ford	Expedition	1FMJK1GT7GEF08866

DATE OF LOSS A loss occurred on the 23rd day of June, 2023, about the hour of 5:51 o'clock P.M., which loss upon the
CAUSE best knowledge and belief of insured was caused by IV was responding to a combine fire. The exhaust and dry field caused IV to catch on fire. There was heavy damage to IV.

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

VALUE
(If a total loss) The actual cash value of above described automobile at the time of said loss \$21,227.05
WHOLE LOSS THE ACTUAL LOSS AND DAMAGE to above described automobile was \$20,684.30
DEDUCTIBLE The deductible provision applicable to this loss (\$0.00)
AMOUNT

SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$21,227.05

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

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

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

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

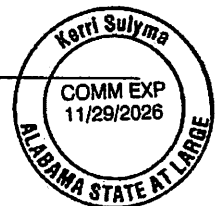
* Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date: 2-6-24

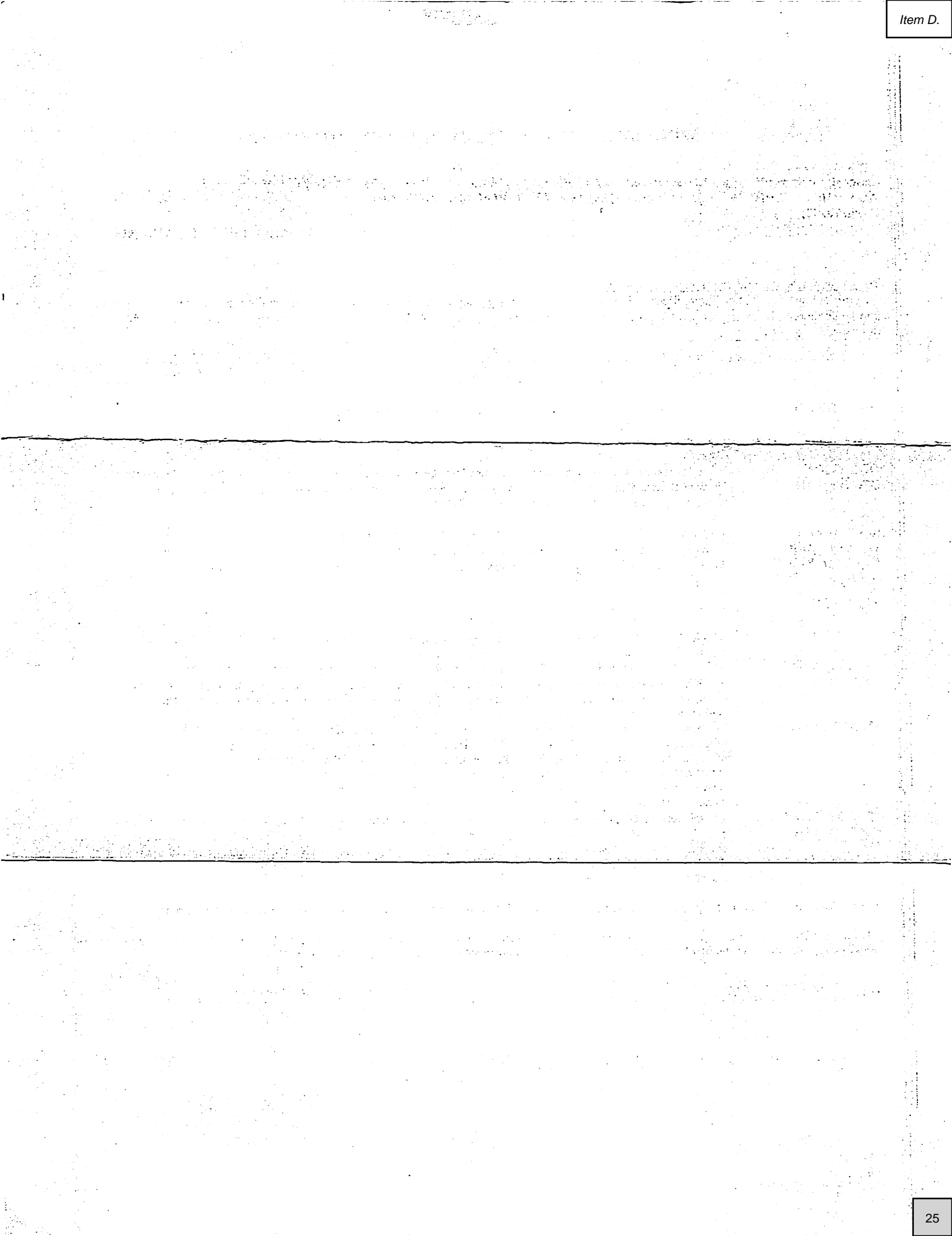
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 6 day of February, 2024



NOTARY PUBLIC



RESOLUTION NO. 2024-087-R

WHEREAS, on January 24th, 2024, at 6:23 p.m. which loss upon the best knowledge and belief of insured was caused by a collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$2,265.61, with a deductible of \$500.00, the full and final settlement of \$1,765.61.

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 \$2,265.61, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$1,765.61. 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 11th day of March, 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____day of March 11 , 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

061378CH
ADJUSTER FILE NUMBER
061378CH
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2020	Ford	Explorer	1FM5K8AB0LGC12855

**DATE OF LOSS
CAUSE**

A loss occurred on the 24th day of January, 2024, about the hour of 6:23 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by IV was struck by QV while attempting to make a U-turn.

**LOCATION
OWNERSHIP**

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

**VALUE
(If a total loss)
WHOLE LOSS
DEDUCTIBLE
AMOUNT**

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$2,265.61
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$1,765.61

**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: 2-15-24

SIGNATURE

Witness: _____

Subscribed and sworn to before me this 15 day of February, 2024.

Kerri Sulyma

NOTARY PUBLIC



RESOLUTION NO. 2024-088-R

WHEREAS, on January 17, 2024, at 12:57 p.m. which loss upon the best knowledge and belief of insured was caused by a collision. A Public Works employee was plowing snow off a roadway when a car slid into the passenger side of a city vehicle caused by ice/snow.

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 \$7,088.79, with a deductible of \$500.00, the full and final settlement of \$6,588.79.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$7,088.79, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation. 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 11th day of March 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 11, 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

061420 HM
ADJUSTER FILE NUMBER
061420 HM
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2017	Ford	F450	1FD0W4HY6HEC22424

DATE OF LOSS CAUSE

A loss occurred on the 17th day of January, 2024, about the hour of 12:57 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

LOCATION OWNERSHIP

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

VALUE

(If a total loss)

WHOLE LOSS DEDUCTIBLE AMOUNT

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$7,088.79
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$6,588.79

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 27th day of February, 2024



Lisa B. Thomas
NOTARY PUBLIC

RESOLUTION NO. 2024-078-R

WHEREAS, the Annual Convention of the Alabama League of Municipalities (ALM) will be held on May 15-18, 2024, in Huntsville, Alabama; and

WHEREAS, the membership's Annual Business Meeting will be held on May 17, 2024, in which each member municipality shall have one vote on any issue voted on during the meeting and that vote may only be cast by the delegate authorized by the governing body of the member municipality; and

WHEREAS, the ALM Constitution requires voting delegates to be elected municipal officials; and

WHEREAS, Ranae Bartlett, City Council President, will be in attendance and is recommended to be designated as the official voting delegate for the City of Madison, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

Section 1. Council President Ranae Bartlett is designated as the City of Madison official voting delegate for the ALM Annual Business Meeting on May 17, 2024, in Huntsville, Alabama.

Section 2. Council Member Connie Spears is designated 1st Alternate Voting Delegate and Council Member Maura Wroblewski is designated 2nd Alternate Voting Delegate to represent the City should voting delegate, Council President Ranae Bartlett is unable to vote.

That this resolution shall become effective immediately upon its adoption and approval.

READ, APPROVED, and ADOPTED this 11th day of March 2024.

ATTEST:

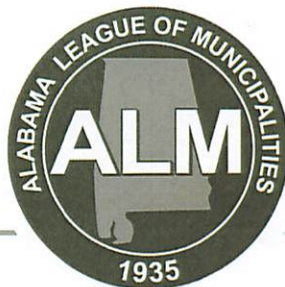
Ranae Bartlett, City Council President
City of Madison, Alabama

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

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

Gregory D. Cochran, CAE
Executive Director



Mayor Randy Garrison, Hartselle
League President



RECEIVED

FEB 23 2024

CITY OF MADISON
CITY CLERK DEPARTMENT

*The voice of Alabama's
municipalities since 1935*

COPY

DATE: February 21, 2024
TO: Municipal Clerks
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 15-18, 2024, in Huntsville. The membership's Annual Business Meeting will be held at 4:00 p.m. on May 17, 2024, at the Von Braun Center.

The League Constitution contains the following provision pertaining to powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designation your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. A copy was also sent to each mayor as required by the League's Constitution. **Only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 30, 2024, so that your municipality may be eligible to cast its vote at the Convention.

We look forward to you joining us in Huntsville,

Greg Cochran
Executive Director

VOTING DELEGATE AUTHORIZATION FORM

The City or Town Council must select the voting delegates and this form must be completed and returned to the **Alabama League of Municipalities on or before April 30, 2024**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Friday, May 17, 2024, at 4:00 p.m.**

The League Constitution **REQUIRES** that Voting Delegates and Alternates be Elected Municipal Officials and they must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 30, 2024!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 17, 2024.

Please print the requested information

- | | |
|----------------------------|---------------------------------------|
| 1. Voting Delegate: | Ranae Bartlett |
| Name | Madison City Council President |
| Title | |

2. **1st Alternate Voting Delegate:** Votes only in absence of Voting Delegate
- | | |
|-------|------------------------------------|
| Name | Connie Spears |
| Title | Madison City Council Member |

3. **2nd Alternate Voting Delegate:** Votes only in absence of Voting Delegate & 1st Alternate
- | | |
|-------|------------------------------------|
| Name | Maura Wroblewski |
| Title | Madison City Council Member |

Voted on by the City or Town Council on this the _____ day of _____, 2024

Form Completed by: _____
(Please Print) Name

_____ Title

_____ City/Town

_____ Date

Return form to: Alabama League of Municipalities
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to
DPascal@almonline.org

RESOLUTION NO. 2024-080-R**AUTHORIZING ARCHIVING OF THE MARCH 11, 2024, CITY COUNCIL
WORK SESSION**

WHEREAS, the City Council adopted Resolution No. 2021-381-R to provide a policy for video streaming, recording and long-term archiving of City Council, Planning Commission and Zoning Board of Adjustment meetings; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the March 11th, 2024, City Council Work Session shall be archived and made available for viewing.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-081-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR SAVAGE HOLDINGS, LLC D/B/A LOST PIZZA CO.

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 an off-premises beer and wine license to **Savage Holdings LLC** doing business as **Lost Pizza Co.** which has applied for said license for its location at 181 Hughes Road, Suite 1A; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of an ABC off premises beer and wine license to **Savage Holdings LLC** for its 181 Hughes Road, Suite 1A 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 an off-premises beer and wine license to **Savage Holdings LLC** doing business as **Lost Pizza Co.**; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

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

Owner Name: SCOTT SAVAGE

Business Name: LOST PIZZA CO

Business Location: 181 HUGHES RD SUITE 1A

Mailing Address: 155 CONNIE AVE SALTILLO MS 38866

Phone: (901) 848-4446

APPLICATION FEE:

Date Paid: _____ Amount: \$ 100.00 Receipt #: 3303

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: 02/08/2024

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfree Title ID Secretary

Date Completed: 2-14-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 02/08/2024

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Phap / Lee Title DBO

Date Completed: 2-16-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 02/08/2024

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Scott Adams Scott Adams Title DFM

Date Completed: 2-9-24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 2/8/2024Date Placed: _____ Newspaper: 02/21/2024Publication Fee Paid: 184Date Paid: 2/7/2024 Receipt #: _____Date of Public Hearing: 3/11/2024Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: February 29, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

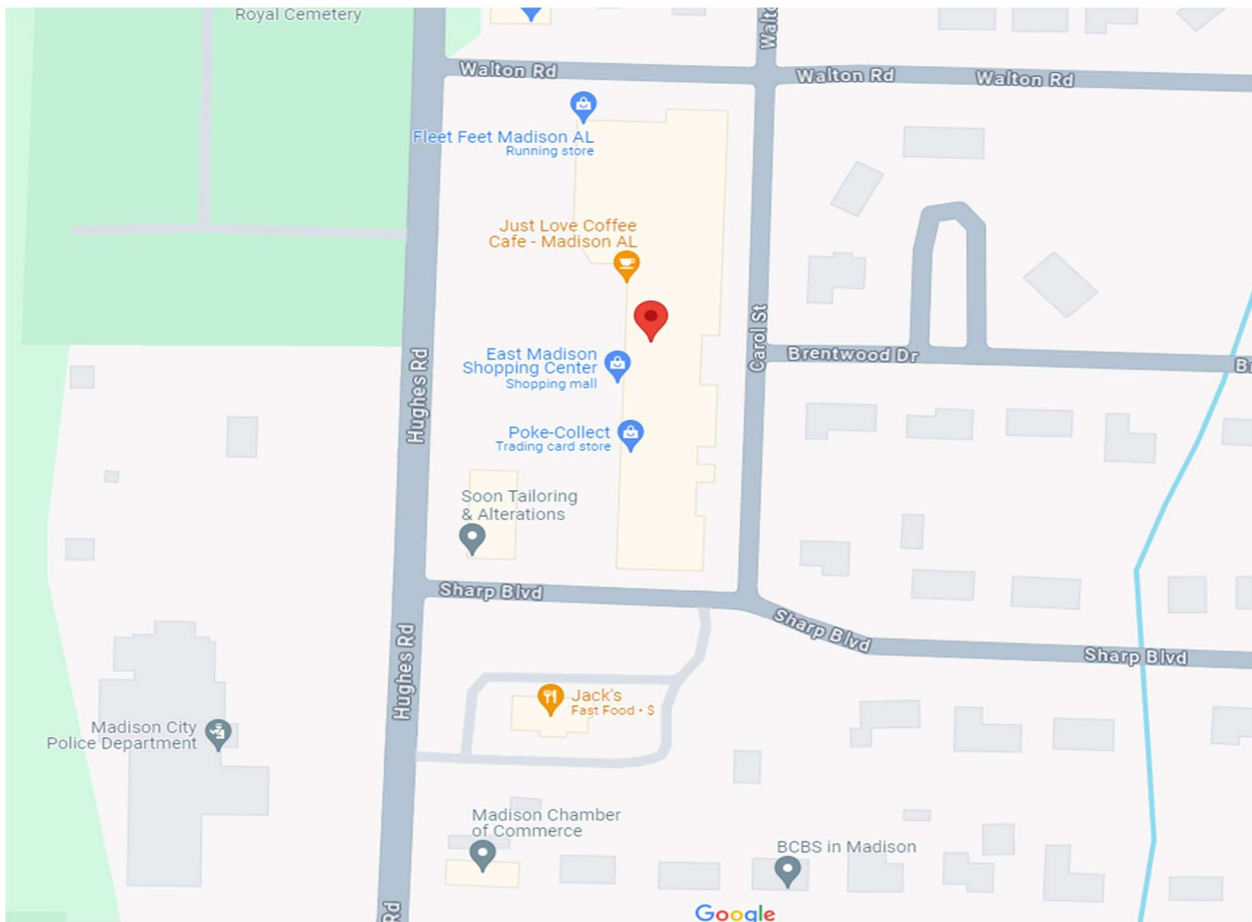
Subject: Savage Holdings LLC.
DBA: Lost Pizza Co.
On-Premises Beer and Wine License

Please find attached a copy of the checklist for Savage Holdings LLC., doing business as Lost Pizza Co. regarding their application for an On-Premises Beer and Wine License for their location at 181 Hughes Road Suite 1A Madison, AL 35758.

The reason that this business is applying for an On-Premises Beer and Wine License at this time is that this 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.



RESOLUTION NO. 2024-083-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MADISON
COUNTY OFFICE OF ALTERNATIVE SENTENCING AND RELEASE
FOR WORK RELEASE PROGRAM**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Memorandum of Understanding with the Madison County Office of Alternative Sentencing and Release to authorize participation of certain Municipal Court sentenced inmates in the Madison County Jail in a work-release program, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF MADISON

AND

MADISON COUNTY OFFICE OF ALTERNATIVE SENTENCING AND RELEASE

Purpose-

This Memorandum of Understanding (MOU), when executed between City of Madison and the Madison County Office of Alternative Sentencing and Release (the, "Agency"), will memorialize the agreement between the parties hereto concerning the Madison County Active Work Release Program provided to participants, designated by the Agency, who qualify for Active Work Release.

Agreement Terms -

Madison County Alternative Sentencing will provide all participants designated by the Agency as qualified, participation on its Active Work Release program.

The Agency will be responsible for (a) selecting participants who qualify for Active Work Release per Agency guidelines; (b) notifying the City of Madison Municipal Court personnel when an inmate has been selected to participate in the Active Work Release program; (c) assisting participants with obtaining employment while on the Active Work Release program; (d) providing transportation as needed to participants; (e) collecting and receiving all paychecks from participant's employers; (f) making payment to the City of Madison Municipal Court toward participant court ordered monies; (g) generating Active Work Release sentence order per Commitment to Jail; (h) notifying the City of Madison Municipal Court personnel of violations of the Active Work Release program.

The City of Madison will be responsible for (a) providing to the Agency a copy of Commitment to Jail (must include "may apply for Active Work Release" on commitment); (b) providing documentation listing court case information, to include balance of monies owed; (c) providing expected release date of inmate participant; (d) returning signed Active Work Release sentence order for Agency file.

Other Terms of Understanding -

All participants shall be released under the supervision of the Agency. Participants will pay to the Agency 25% of gross wages. Participants will be randomly drug tested while participating in the Active Work Release program and are responsible for costs associated as detailed in Exhibit A, which is attached to and incorporated within this Agreement. Participants will be provided with a weekly allowance while participating in the Active Work Release program. Participants are not provided "bill" money unless all court ordered monies are paid in full.

Inmate participants who violate the terms and conditions of the Active Work Release program will be removed from said program and placed back in general population of the Madison County Metro Jail. City of Madison Municipal Court personnel will be notified of such violation.

Acceptance and Signatures -

Please indicate the agreement of the Agency to the terms of this MOU by executing this MOU and returning a signed copy to the undersigned. This MOU will be deemed effective as of the date of the Agency's signature as specified below.

Madison County Alternative Sentencing & Release

By: _____
Director Date

City of Madison

By: _____
Paul Finley, Mayor Date

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer

EXHIBIT A

<u>SERVICES</u>	<u>FEES</u>
Active Work Release Participation	25% of gross wages
Drug Test fees	\$30.00 per test

<u>PAYMENTS ISSUED</u>	<u>RANGE</u>
Court Ordered Monies (paid out to jurisdiction accordingly at conclusion of sentence being served)	
Allowance Checks to inmate participants	\$20.00 - \$55.00 Wkly
Bill payments (inmate participants can request upon all court ordered monies paid in full)	

RESOLUTION NO. 2024-068-R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH ATHENS UTILITIES FOR
RELOCATION OF POWER LINES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Athens Utilities for the relocation of power lines near the Burgreen Road/ Browns Ferry Road Roundabout Project (Project 22-036), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Powerline Relocation Agreement" ("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 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 11th day of March 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama



February 16, 2024

MICHELLE DUNSON, P.E., CFM

Engineering
City of Madison,
100 Hughes Road,
Madison, AL 35758

Re: Budgeting amount for relocation of power lines at Proposed Roundabout located at Huntsville Browns ferry Road and Burgreen Rd. .

Michelle Dunson,

Staking Services has developed a design for the power line relocation at the proposed roundabout located at Huntsville Browns ferry Rd. and Burgreen Rd.

I apologize for my delay in getting this budgeting proposal to you. This letter is being submitted for your records, and approval to complete the relocation.

It is my understanding the aid to construction amount must be approved by the City Council. If the Aid to Construction amount is approved, please provide us with a copy of the Purchase Order for the full amount.

After we have completed the power line relocation we will submit our Invoice as direct to the City of Madison.

The total AID TO CONSTRUCTION (ATC) is budgeted as \$228,510.64. Attached is the letter from our consultant with the summary of the costs.

Let me know if you need anything else.

Respectfully,

Jim Lannom
Construction Engineer,
Electric Department
City of Athens Utilities

jl

Cc: Blair Davis, Manager , Electric Department
Hunter Allen, Assistant Director, Electric Department

address
P.O. Box 1089
Athens, Alabama 35612

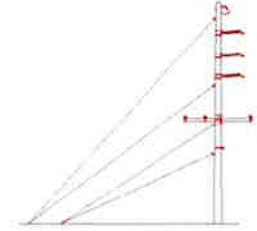
phone
256-232-1440

fax
256-233-8732

web
www.athens-utilities.com

STAKING SERVICES COMPANY

24963 The Lane East - Athens, Alabama 35613
 Mobile: 256-998-1898
 Email: bcyoung1969@yahoo.com



February 14, 2024

Mr. Jim Lannom
 Construction Engineer
 City of Athens Utilities
 1806 Wilkinson Street
 Athens, AL 35612

Subject: Huntsville Brownsferry Road and Burgeen Road
 Roundabout (WO #MAD11222)

Mr. Lannom,

I have prepared a construction and engineering estimate for the subject project. The construction estimate includes labor and material cost. The material cost was generated from Athens Utilities current material cost. The labor cost has been generated from current construction labor cost.

I have listed below the breakdown of the construction and engineering cost. Let me know if you have any questions, or need more information.

Estimated Labor and Material	
Construction Cost	\$ 205,310.64
Engineering Estimate	<u>\$ 23,200.00</u>
Total Estimate Project Cost	\$ 228,510.64

Bradley C Young

Staking Services Company, LLC
 24963 The Lane East
 Athens, AL 35613
 256-998-1898

CITY OF ATHENS UTILITIES HUNTSVILLE BROWNSFERRY RD AND BURGREN RD ROUNDABOUT CONSTRUCTION LABOR AND MATERIAL ESTIMATE	
AED WO #MAD11222	
NEW UNITS LABOR & MATERIAL	\$153,289.24
REMOVAL UNITS LABOR	\$32,200.20
TRANSFER UNITS LABOR & MATERIAL	\$4,613.00
ESTIMATED CONSTRUCTION COST	\$190,102.45
ATHENS UTILITIES ADMINISTRATION	\$15,208.20
TOTAL CONST. & ADMIN. ESTIMATE COST	\$205,310.64

Bradley C Young
Staking Services Co., LLC
24963 The Ln E
Athens, AL 35613
256-998-1898

2/14/2024

RESOLUTION NO. 2024-075-R**A RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO A
PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS
AND CAWOOD, LLC FOR MILL CREEK DITCH NO-RISE
CERTIFICATION**

WHEREAS, pursuant to Resolution No. 2022-283-R the City Council of the City of Madison, Alabama authorized a professional services agreement with Goodwyn Mills and Cawood, LLC (herein "GMC") for engineering design and development services addressing Mill Creek erosion; and

WHEREAS, the original agreement was entered for an amount not to exceed thirty eight thousand dollars (\$38,000); and

WHEREAS, the Director of the Engineering Department has requested that the original agreement with GMC be amended to allow the firm to prepare an application for a FEMA No-Rise Certification.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute Amendment Number One to the Professional Services Agreement with Goodwyn Mills and Cawood, LLC, for additional professional engineering services necessary for the No-Rise Certification, said Amendment to the Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Engineering Services Proposal," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama


Goodwyn Mills Cawood

2400 5th Avenue South
Suite 200
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

February 14, 2024

E. Michelle Dunson, P.E., CFM
City of Madison, Engineering Department
100 Hughes Road
Madison, AL 35758
Delivered Electronically: michelle.dunson@madisonal.gov

RE: Mill Road Slope Stabilization
Floodplain Development Services – No Rise Analysis
Madison, Alabama

Ms. Dunson:

Goodwyn Mills Cawood, LLC (GMC) Environmental Department is pleased to have this opportunity to offer floodplain development services related to the repair of a slope failure associated with an unnamed tributary adjacent to Mill Road in Madison, Alabama.

The proposed project is within the Zone AE floodplain and regulatory floodway associated with an unnamed tributary to Mill Creek, which is regulated by the Federal Emergency Management Agency (FEMA) under the National Flood Insurance Program (NFIP). The site is located on FEMA Flood Insurance Rate Map (FIRM) 01089C0284E (revised October 2, 2014) and is shown as a Zone A floodplain. After review, it was found that a Letter of Map Revision (LOMR) was completed in 2019 that has revised the effective Flood Insurance Study (FIS) and supersedes the data shown on the effective FIRM.

The site is under the jurisdiction of City of Madison, which is a community that has adopted FEMA's NFIP and must observe the federal ordinance (and subsequently, their local floodplain ordinance) in order to maintain good standing with the program. Pursuant to 44 CFR 60.3(d)(3), the slope failure repair must be evaluated due to an encroachment within a regulatory floodway. This regulation is in place to ensure that the proposed actions will not yield *any* increase in modeled water surface elevations at any location along the unnamed tributary to Mill Creek. This process is referred to as a "No-Rise" analysis and must be certified by a Professional Engineer in the state of Alabama.

GMC's Environmental Department shall engage Alabama Department of Economic and Community Affairs - Office of Water Resources (ADECA - OWR) in order to obtain the hydraulic modeling used to support the LOMR approved in 2019 to serve as a base model for analysis. Using this hydraulic model, the variation in water surface elevations resulting from the slope failure repair shall be analyzed to determine if the "No-Rise" condition is met. If this analysis yields that there is no increase in water surface elevations associated with the proposed development, GMC shall prepare a technical engineering report detailing the analysis. This report shall be certified by a Professional Engineer and provided to the City of Madison floodplain administrator. In the event that a "No-Rise" condition is not met, a Conditional Letter of Map Revision (CLOMR) shall be required prior to the implementation of the slope repair.




Page 2 of 2
 Mill Road Slope Stabilization
 Floodplain Development Services – No Rise Analysis

It is expected that GMC can perform the “No-Rise” analysis for **\$5,500**. This fee estimate is contingent on ADECA-OWR supplying the modeling used to support the LOMR approved in 2019. In addition, any field survey required to supplement the modeling must be provided by the project Owner.

It is estimated that the engineering analysis can be completed in two (2) to three (3) weeks after receiving the LOMR hydraulic model and a Notice to Proceed. We do not guarantee that the “No-Rise” condition is obtainable, and the aforementioned fee does not include any work associated with a CLOMR. If a CLOMR is required, an additional proposal for the work shall be delivered.

If you agree to the terms set forth above, please indicate your acceptance by signing the Notice to Proceed below and returning it to me by email at wesley.caputo@gmcnetwork.com. We are prepared to begin acquisition of the LOMR hydraulic model immediately after receiving a Notice to Proceed.

Sincerely,


 J. Wesley Caputo, PE, CFM
 Environmental

Notice to Proceed:

 Approved

RESOLUTION NO. 2024-076-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
NIVENS & ASSOCIATES APPRAISALS, INC. FOR APPRAISAL OF TWO TRACTS FOR
SEGERS ROAD AND MAECILLE ROAD IMPROVEMENT PROJECT**

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

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

NIVENS & ASSOCIATES APPRAISALS, INC.

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

February 27, 2024

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

Re: Appraisal Fee Quote for Segers Road & Maecille
Drive Intersection Improvement Project
Parcels 4 & 5 Revisions

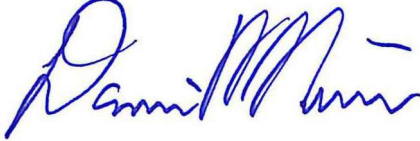
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisals of the properties involved in the Segers Road & Maecille Drive Intersection Improvement Project. This letter is to advise you that we had to revise Parcels 4 & 5 to reflect a change of ownership and overall sizes involving these two parcels and the corresponding revisions.

The fee to complete these revised appraisal reports on the two properties listed in your e-mail pursuit to this project will be **\$400.00**. The appraisal report will be prepared in a narrative format in a single appraisal report, will report separate before and after values for all twelve properties and will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. These reports will be completed within approximately 10 days from the date of engagement by the City of Madison.

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

Sincerely,



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

Darrin K. Nivens, MAI



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

RESOLUTION NO. 2024-77-R**A RESOLUTION AUTHORIZING TWO ADDITIONAL PROPERTY ACQUISITIONS
AND CONSTRUCTION EASEMENT FOR THE SEGERS ROAD AND MAECILLE
DRIVE IMPROVEMENT PROJECT**

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain rights-of-way, permanent, exclusive utility and drainage easements, and temporary construction easements, on, over, across and upon the following described parcels of land, to-wit:

See Exhibits "F" through "H" (the Proposed Quitclaim and Temporary Construction Easement Deeds, herein referenced as "Tract(s)") which are attached hereto and incorporated herein, a copy of each being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama.

2. That the obtainment of the foregoing Tracts is necessary for the widening and/or other improvement of Segers Road and Maecille Drive (the "Project"), which is in the best interests of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That the City previously obtained authorization from the Council to move forward with the acquisition of various right of ways, utility, and drainage easements regarding ten (10) of the (12) twelve tracts adjacent to the Project with passage of Resolution No. 2024-054; this Resolution seeks to complete authorization of acquisition of such right of ways and temporary construction easements for the two (2) additional tracts of property needed for completion of the Project.
4. That in those instances where an owner elects not to donate its respective Tract, the Mayor of the City of Madison, or his designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance of the above described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.
5. That the Mayor of the City of Madison, or his designee, be, and is hereby authorized, empowered, and directed to cause the above described Tracts, one or more, to be appraised in accordance with Section 18-1A-21 of the Code of Alabama,

as amended, to determine the amount that would constitute just compensation for their respective taking.

6. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the Mayor is hereby authorized to direct the City Attorney to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain.
7. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA) QUIT CLAIM DEED
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Felicia Regina Jones Johnson** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CAPPED IRON PIPE (CA0282LS) THAT IS S. 88° 30' 59" E., 419.85 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 08' 23" W., 14.28 FEET; THENCE S. 88° 48' 16" E., 195.94 FEET; THENCE S. 00° 36' 58" W., 15.26 FEET; THENCE N. 88° 30' 59" W. 195.76 FEET TO THE POINT OF BEGINNING, CONTAINING 2890 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT F

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Felicia Regina Jones Johnson

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

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

Notary Public

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

STATE OF ALABAMA

COUNTY OF LIMESTONE

)

)

)

QUIT CLAIM DEED

No title opinion requested nor provided

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Eloise Bernice Jones** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)

LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 615.62 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 36' 58" E., 15.26 FEET; THENCE S. 88° 48' 16" E., 150.87 FEET; THENCE S. 01° 25' 31" W., 16.01 FEET TO A FOUND, 2" IRON PIPE; THENCE N. 88° 30' 59" W. 150.66 FEET TO THE POINT OF BEGINNING, CONTAINING 2355 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT H

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Eloise Bernice Jones

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

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

Notary Public

EXHIBIT G

this temporary construction easement shall last either one year or conclude with the completion of the Project, whichever occurs first. At the time of completion of all improvements to Maecille Drive or upon one year, reversion of all interest will be given back to the **GRANTOR** named above.

TO HAVE AND TO HOLD same unto the **CITY OF MADISON, ALABAMA**, and its successors and assigns forever, with the limitations hereinabove set forth as to said temporary construction easement.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set their hands and seals on this the _____ day of _____, 20024.

Property Owner:

Eloise Bernice Jones

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **Eloise Bernice Jones**, whose name is signed to the foregoing and who was made known to me, acknowledged before me on this day that, being informed of the contents, the same was executed voluntarily on the day the same bear’s date.

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

Notary Public
My commission expires: _____

RESOLUTION NO. 2024-071-R**A RESOLUTION TO AWARD BID # 2024-003-ITB TO (INSERT) FOR THE
JANITORIAL SERVICES FOR CITY FACILITIES**

WHEREAS, the City of Madison's Bidding Coordinator, by proper notice, solicited bids for Project #2024-003-ITB in accordance with Alabama's Competitive Bid Law, Title 41 of the *Code of Alabama*, for janitorial services for City facilities; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about March, 6 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to (INSERT) , for those janitorial services identified in the attached Bid Submittal; and

WHEREAS, the City Council finds that (INSERT), offered bids on the janitorial services for City facilities which meets all requirements set by the Invitation to Bid; and

WHEREAS, the City Council finds that it is in the best interests of the City to award the bid for Project #2024-003-ITB to (INSERT) , for the services and at the amounts set forth in the attached Bid Tabulation such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama that Project #2024-003-ITB is hereby awarded to (INSERT), subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

BE IT FURTHER RESOLVED that this award is conditioned upon (INSERT) completing and submitting to the City all required documents and items related thereto; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment to (INSERT) in accordance with the terms and conditions of purchase as set forth in the Invitation to Bid.

READ, PASSED, AND ADOPTED this 11th day of March 2024.

Ranae Bartlet, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama




2024-003-ITB / Janitorial Services for City Facilities
Issued February 14, 2024

BID TABULATION

BIDDER NAME	Vonachen Group	Alabama Cleaning Service	Jani-King of Huntsville	Eagle Cleaning Services, Inc.	The Way Commercial	T&V Cleaning Services, LLC	Mr. Klin Services, LLC
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	N	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y	Y	Y	Y
MONTHLY COST – MADISON PUBLIC LIBRARY	\$4,361.70	\$8,258.00	\$4,795.00	\$5,540.63	\$5,000.00	\$13,000.00	\$3,360.00
1 annual carpet extraction	\$698.40	\$5,892.00	\$2,995.00	\$2,850.00	\$1,500.00	\$7,500.00	0.12 cents/sq ft
Quarterly carpet cleaning	\$250.00	\$512.00 per qt	\$695.00	\$1,225.00	\$500.00	\$3,750.00	\$14/hr
COVID disinfecting	\$31.40/hr	\$33.00/hr	\$2,750.00	\$850.00	\$300.00	\$1,750.00	----
2 cleanings all windows	\$1,380.70	\$1,874.00 per	\$1,095.00	\$7,452.00	\$3,000.00	\$29,000.00	\$18/hr
1 annual strip & wax VCT tile	\$354.15	\$500.00	\$995.00	----	\$500.00	\$1,750.00	----
Hourly rate polling days	\$20.97/\$29.36	\$21.68/hr	\$25.00/hr	----	\$25.00/hr	\$37.50/hr	\$14/hr
MONTHLY COST – WELLNESS CENTER	\$3,848.58	\$5,885.00	\$4,295.00	\$6,813.59	\$4,500.00	\$16,073.20	\$3,200.00
COVID disinfecting	\$31.40/hr	\$33.00/hr	\$2,795.00	\$850.00	\$500.00	\$1,930.00	----
2 cleanings all windows	\$2,832.21	\$6,154.00 per	\$1,695.00	\$7,525.00	\$3,000.00	\$31,500.00	\$18/hr
MONTHLY COST – COMMUNITY CENTER	\$8,941.48	\$12,412.00	\$5,195.00	\$8,617.35	\$7,500.00	\$16,926.80	\$7,360.00
1 annual carpet extraction	\$738.46	\$827.00	\$425.00	\$4,720.00	\$300.00	\$11,365.90	0.12 cents/sq ft
COVID disinfecting	\$31.40/hr	\$33.00/hr	\$3,295.00	\$985.00	\$500.00	\$2,385.00	----
2 cleanings all windows	\$944.07	\$2,286.00 per	\$1,495.00	\$8,525.00	\$3,000.00	\$39,300.00	\$18/hr

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.



Alicia Walden

Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 16th day of February, 2024.




Notary Public



City of Madison, Alabama
Bid Number: 2024-003-ITB
Project Title: Janitorial Services for City Facilities
Issued: February 14, 2023

UPDATED BIDDER PRICING SHEET

BIDDER NAME: Vonachen Group
ADDRESS: 8900 N. Pioneer Road
CITY/STATE/ZIP: Peoria, IL 61615

Note: It is anticipated that the City will make award to only one (1) contractor. However, as the best interests of the City of Madison may require, the City reserves the right to accept and award by individual locations; by groups of locations; all or none; or a combination thereof, with one or more contractors.

Total Monthly Cost for Madison Public Library: \$ 4,361.70

Cost for Optional Services at Madison Public Library

One (1) annual carpet extraction	\$ <u>698.40</u>
Quarterly cleaning of auditorium carpet and adjacent hallway carpet	\$ <u>250.00</u>
COVID disinfecting, if required	\$ <u>31.40 / hour - Min Fee \$250.00</u>
Two (2) cleanings per year of all windows, inside and outside	\$ <u>1,380.70</u>
One (1) annual strip and wax (3 coats) of all VCT tile	\$ <u>354.15</u>
Hourly labor rate for additional work hours on polling days	\$ <u>20.97 Straight Time; \$29.36 OT</u>

Total Monthly Cost for Wellness Center: \$ 3,848.58

Cost for Optional Services at Wellness Center

COVID disinfecting, if required	\$ <u>31.40 / hour - Min Fee \$250.00</u>
Two (2) cleanings per year of all windows, inside and outside	\$ <u>2,832.21</u>

Total Monthly Cost for Community Center: \$ 8,941.48

Cost for Optional Services at Community Center

One (1) annual carpet extraction	\$ <u>738.46</u>
COVID disinfecting, if required	\$ <u>31.40 / hour - Min Fee \$250.00</u>
Two (2) cleanings per year of all windows, inside and outside	\$ <u>944.07</u>

I, Sean Litvak, as Senior Director of Business Development
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Date 3/1/24

Sean Litvak
Signature of Authorized Representative

RESOLUTION NO. 2024-086-R**A RESOLUTION TO AWARD BID # 2024-003-ITB TO JANI-KING FOR THE JANITORIAL SERVICES FOR THE COMMUNITY CENTER**

WHEREAS, the City of Madison's Bidding Coordinator, by proper notice, solicited bids for Project #2024-003-ITB in accordance with Alabama's Competitive Bid Law, Title 41 of the *Code of Alabama*, for janitorial services for the Madison Public Library, the Wellness Center and the Community Center; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about March, 6 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidders; and

WHEREAS, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to Jani-King, for those janitorial services to be performed at the Community Center as identified in the attached Bid Submittal; and

WHEREAS, the City Council finds that Jani-King, offered bids on the janitorial services for the Community Center that meet all requirements set by the Invitation to Bid; and

WHEREAS, the City Council also finds, by separate resolution No. 2024-071-R, that Vonachen Group shall be awarded the contract for janitorial services and optional services for the Madison Public Library and the Wellness Center pursuant to the same issued Bid #2024-003-ITB; and

WHEREAS, the City Council finds that it is in the best interests of the City to award the bid for janitorial services for the Community Center pursuant to Bid #2024-003-ITB to Jani-King, for the services and at the amounts set forth in the attached Bid Tabulation such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama that Project #2024-003-ITB is partially awarded to Jani-King for janitorial services for the Community Center, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

BE IT FURTHER RESOLVED that this award is conditioned upon Jani-King completing and submitting to the City all required documents and items related thereto; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment to Jani-King in accordance with the terms and conditions of purchase as set forth in the Invitation to Bid.

READ, PASSED, AND ADOPTED this 11th day of March 2024.

Ranae Bartlet, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
Bid Number: 2024-003-ITB
Project Title: Janitorial Services for City Facilities
Issued: February 14, 2023



UPDATED BIDDER PRICING SHEET

BIDDER NAME: Jani-King of Huntsville

ADDRESS: 114 Arlington Drive

CITY/STATE/ZIP: Madison, AL 35758

Note: It is anticipated that the City will make award to only one (1) contractor. However, as the best interests of the City of Madison may require, the City reserves the right to accept and award by individual locations; by groups of locations; all or none; or a combination thereof, with one or more contractors.

Total Monthly Cost for Madison Public Library: \$ 4,795.00

Cost for Optional Services at Madison Public Library

One (1) annual carpet extraction	\$ <u>2,995.00</u>
Quarterly cleaning of auditorium carpet and adjacent hallway carpet	\$ <u>695.00</u>
COVID disinfecting, if required	\$ <u>2,750.00</u>
Two (2) cleanings per year of all windows, inside and outside	\$ <u>1,095.00</u>
One (1) annual strip and wax (3 coats) of all VCT tile	\$ <u>995.00</u>
Hourly labor rate for additional work hours on polling days	\$ <u>25.00</u>

Total Monthly Cost for Wellness Center: \$ 4,295.00

Cost for Optional Services at Wellness Center

COVID disinfecting, if required	\$ <u>2,795.00</u>
Two (2) cleanings per year of all windows, inside and outside	\$ <u>1,695.00</u>

Total Monthly Cost for Community Center: \$ 5,195.00

Cost for Optional Services at Community Center

One (1) annual carpet extraction	\$ <u>425.00</u>
COVID disinfecting, if required	\$ <u>3,295.00</u>
Two (2) cleanings per year of all windows, inside and outside	\$ <u>1,495.00</u>

I, Hayden Bradford, as Account Executive
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

3/5/24

Date

[Signature]
Signature of Authorized Representative




2024-003-ITB / Janitorial Services for City Facilities
Issued February 14, 2024

BID TABULATION

BIDDER NAME	Vonachen Group	Alabama Cleaning Service	Jani-King of Huntsville	Eagle Cleaning Services, Inc.	The Way Commercial	T&V Cleaning Services, LLC	Mr. Klin Services, LLC
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	N	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y	Y	Y	Y
MONTHLY COST – MADISON PUBLIC LIBRARY	\$4,361.70	\$8,258.00	\$4,795.00	\$5,540.63	\$5,000.00	\$13,000.00	\$3,360.00
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1 annual strip & wax VCT tile	\$354.15	\$500.00	\$995.00	----	\$500.00	\$1,750.00	----
Hourly rate polling days	\$20.97/\$29.36	\$21.68/hr	\$25.00/hr	----	\$25.00/hr	\$37.50/hr	\$14/hr
MONTHLY COST – WELLNESS CENTER	\$3,848.58	\$5,885.00	\$4,295.00	\$6,813.59	\$4,500.00	\$16,073.20	\$3,200.00
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2 cleanings all windows	\$2,832.21	\$6,154.00 per	\$1,695.00	\$7,525.00	\$3,000.00	\$31,500.00	\$18/hr
MONTHLY COST – COMMUNITY CENTER	\$8,941.48	\$12,412.00	\$5,195.00	\$8,617.35	\$7,500.00	\$16,926.80	\$7,360.00
1 annual carpet extraction	\$738.46	\$827.00	\$425.00	\$4,720.00	\$300.00	\$11,365.90	0.12 cents/sq ft
COVID disinfecting	\$31.40/hr	\$33.00/hr	\$3,295.00	\$985.00	\$500.00	\$2,385.00	----
2 cleanings all windows	\$944.07	\$2,286.00 per	\$1,495.00	\$8,525.00	\$3,000.00	\$39,300.00	\$18/hr

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.



Alicia Walden

Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 16th day of February, 2024.




Notary Public

RESOLUTION NO. 2024-082-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH ARCSPACE STUDIO FOR PHASE TWO MASTER
PLAN FOR FARLEY-WANN HOUSE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with ArcSpace Studio for professional services of assessing Farley-Wann house to develop a phase two overall master plan for the property, 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 ArcSpace Studio in the amount of those monies detailed in the Professional Services Agreement to be paid from the Planning Department budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 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 ArcSpace Studio located at 304 Franklin Street, SE Huntsville, AL 35801 hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for the Phase Two assessment of the Farley-Wann House and to develop a master plan for designing and renovating the property for the purposes of a museum, said services to be administered according to Consultant's proposal dated March 4, 2024 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.

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

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

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

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

SECTION 1: SCOPE OF WORK

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

1. ASSESSMENT OF EXISTING CONDITIONS: Information gathering and analysis
 - Work with Owner to refine or develop program requirements.
 - Visit site to assess existing exterior materials.
 - Develop list of items in need of repair or replacement.
 - Architectural deliverables to include:
 - Floor plan(s) identifying areas where work is required of existing materials.
 - Exterior Elevations identifying areas where work is required of existing

materials.

- Structural Engineer to perform an initial walkthrough to identify areas where finishes should be removed in order to expose the existing building framing. Owner shall retain a contractor to perform the recommended selective demolition.
 - Once selection demolition is complete, structural engineer to document existing framing at these locations.
 - Perform a code review to determine minimum design loads for structural framing.
 - Add comments and/or photos to the architectural plan drawings in order to assist the contractor with determining the necessary framing repairs.

2. SPACE PLANNING: Development of spaces for new museum use.

- Identify time period for the restoration portion of the work.
- Develop plans to accommodate the new museum use.
 - Development to include identifying what is historical and what are later additions that are not historical.
 - Space planning to take into consideration that future grants will be used for portions of the work and decisions should be made following the Secretary of the Interior's Standards for Rehabilitation.
- Prepared deliverables to include:
 - Site plan.
 - Floor plan(s).
 - Roof plan.
 - Exterior elevations.
 - Building sections.
- Attend the Madison Station Historic Preservation Commission meeting to get approval for proposed exterior material repairs and/or replacement, proposed floor plans and site plan.

- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed fourteen thousand two hundred forty dollars (\$14,240.00).
- B. Payments to the Consultant shall be on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary

restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled for reasons other than the non-payment of premium by the insurer until thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant's insurance affording additional insured coverage as required herein shall provide primary coverage as relates to other insurance carried by the City.

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

*With a copy to:
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*Darryl Bird
ArcSpace Studio
Principal Architect
304 Franklin St., SE
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

limited.

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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 March, 2024.

Notary Public

Date: _____

§

Notary Public

MARCH 4, 2024



PROFESSIONAL SERVICES PROPOSAL



304 Franklin Street SE
Huntsville, AL 35801



256.536.1160
256.694.3512



bird@arcspacestudio.com
www.arcspacestudio.com

we shape space

PROFESSIONAL SERVICES PROPOSAL

to

MARY BETH BROEREN, AICP

Director of Development Services

City of Madison, Alabama

Professional Services Proposal for the following Project:

FARLEY-WANN HOUSE PHASE 2

Assigned the Architect's project number: 2402

OVERVIEW

We appreciate the opportunity to present this proposal for professional services related to the Farley-Wann House Phase 2. This proposal is informed by data you have provided from a conference call on December 11, 2023. It is also based on information from Phase 1 that includes the Farley-Wann House Master Plan, photographs, existing house measurements and drawings, as well as a structural evaluation provided by PEC Structural.

We will provide professional services, as outlined in the Scope of Architect's Work section, pertaining to the Phase 2 project on your property, located at 225 Mill Road. The existing historic house is two stories and contains approximately 2,500 square feet of enclosed area. The scope of work includes assessment of exterior materials, recommendations for making the building water tight, identifying areas where finishes should be removed in order to expose the existing building framing for analysis, recommendations for repairing structural issues, and space planning of the existing house to accommodate the use of a museum. The materials and systems are to be conventional to residential construction. Mechanical, plumbing, and electrical will not be addressed at this time.

SCOPE OF ARCHITECT'S WORK

This scope of work assumes what we feel is an appropriate level of service based on our understanding of your wants and needs. A more detailed explanation of the scope of the Architect's work for this project follows:

ASSESSMENT OF EXISTING CONDITIONS

Information gathering and analysis.

- Work with Owner to refine or develop program requirements.
- Visit site to assess existing exterior materials.
 - Develop list of items in need of repair or replacement.
- Architectural deliverables to include:
 - Floor plan(s) identifying areas where work is required of existing materials.
 - Exterior Elevations identifying areas where work is required of existing materials.
- Structural Engineer to perform an initial walkthrough to identify areas where finishes should be removed in order to expose the existing building framing. Owner shall retain a contractor to perform the recommended selective demolition.
 - Once selection demolition is complete, structural engineer to document existing framing at these locations.
 - Perform a code review to determine minimum design loads for structural framing.
 - Add comments and/or photos to the architectural plan drawings in order to assist the contractor with determining the necessary framing repairs.

SPACE PLANNING

Development of spaces for new museum use.

- Identify time period for the restoration portion of the work.
- Develop plans to accommodate the new museum use.
 - Development to include identifying what is historical and what are later additions that are not historical.
 - Space planning to take into consideration that future grants will be used for portions of the work and decisions should be made following the Secretary of the Interior's Standards for Rehabilitation.
- Prepared deliverables to include:
 - Site plan.
 - Floor plan(s).
 - Roof plan.
 - Exterior elevations.
 - Building sections.
- Attend the Madison Station Historic Preservation Commission meeting to get approval for proposed exterior material repairs and/or replacement, proposed floor plans and site plan.

PROFESSIONAL FEE BASIS

For professional services identified herein, we propose a fee of \$6,540 for Architectural services and \$7,700 for Structural services for a total of \$14,240. Mechanical, Plumbing, and Electrical Services are not included at this time.

Additional services, requested by the Owner and agreed to by the Architect, shall be negotiated or performed based on hourly rates.

HOURLY RATE SCHEDULE

For work performed on an hourly basis, the following rates shall apply:

- | | |
|----------------------------------|---------------|
| • Principal Architect | \$175.00/Hour |
| • Staff Architect | \$115.00/Hour |
| • Senior Architectural Associate | \$105.00/Hour |
| • Architectural Associate | \$ 95.00/Hour |
| • Administrative Manager | \$ 85.00/Hour |

DOCUMENT PREPARATION

DARRYL BIRD, Principal-in-charge
ARCSPACE STUDIO
304 FRANKLIN STREET
HUNTSVILLE, AL 35801
(256) 536-1160
bird@arcspacestudio.com



We appreciate this opportunity for propose professional services for your project. Please contact the principal-in-charge should you have any questions or require further clarification.

RESOLUTION NO. 2024-072-R**A RESOLUTION TO AWARD BID # 2024-002-ITB FOR THE PURCHASE OF RIFLES FOR POLICE DEPARTMENT**

WHEREAS, the City of Madison's Bidding Coordinator, by proper notice, solicited bids for Project #2024-002-ITB in accordance with Alabama's Competitive Bid Law, Title 41 of the *Code of Alabama*, for the purchase of rifle firearms for the Madison Police Department; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about March, 6 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to Troy Industries, Inc., for various rifle firearms identified in the attached Bid Submittal; and

WHEREAS, the City Council finds that Troy Industries, Inc., offered bids on the rifle firearms, which meets the technical minimums set by the Invitation to Bid; and

WHEREAS, the City Council finds that it is in the best interests of the City to award the bid for Project #2024-002-ITB to Troy Industries, Inc., for the goods and at the amounts set forth in the attached Bid Tabulation such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama that Project #2024-002-ITB is hereby awarded to Troy Industries, Inc., subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

BE IT FURTHER RESOLVED that this award is conditioned upon Troy Industries, Inc. completing and submitting to the City all required documents and items related thereto; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment to Troy Industries, Inc. in accordance with the terms and conditions of purchase as set forth in the Invitation to Bid.

READ, PASSED, AND ADOPTED this 11th day of March 2024.

Ranae Bartlet, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
 Bid Number: 2024-002-ITB
 Bid Title: Madison Police Department Rifle Purchase
 Issued: February 14, 2024



BIDDER PRICING SHEET

BIDDER NAME: Troy Industries, Inc.

ADDRESS: 1575 Corporate Parkway Blvd.

CITY/STATE/ZIP: Clarksville, TN 37040

SECTION A: RIFLES TO BE PURCHASED

Description	Estimated Quantity	Unit Price	Total Price
AR-15 Rifle with all required features as specified in Section D. 4. of this ITB.	65	\$ 1099	\$ 71,435

SECTION B: RIFLES TO BE TRADED

Item #	Description	Estimated Quantity	Unit Price	Total Price
1.	Bushmaster XM15-E2S Rifle	56	\$ 200	\$ 11,200
2.	DPMS A-15 Rifle	10	\$ 200	\$ 2,000
TOTAL TRADE IN VALUE				\$ 13,200

SECTION C: RIFLES TO BE OFFERED FOR OFFICER BUY-BACK

Item #	Description	Estimated Quantity	Buy-Back Price (Each)
1.	Bushmaster XM15-E2S Rifle	56	\$ 270
2.	DPMS A-15 Rifle	10	\$ 270

I, Scott Willey, as LE Liaison

for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

February 29, 2024

Date

Signature of Authorized Representative

Approved 2/29/24 Sharon M. Zidek, CAO/General Counsel



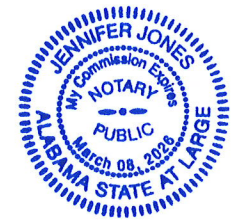
2024-002-ITB / Madison Police Department Rifle Purchase
Issued February 14, 2024

BID TABULATION

BIDDER NAME	Troy Industries, Inc.	King's Firearms, LLC
ALL FORMS WITH ORIGINAL SIGNATURES	Y	N – Missing Bid Submittal Form Signature Page
E-VERIFY ENROLLMENT	Y	N
FEDERAL FIREARMS LICENSE	Y	Y
TOTAL BASE BID	\$71,435.00	\$75,075.00
TOTAL TRADE-IN VALUE (56 BUSHMASTER RIFLES)	\$11,200.00	\$20,440.00
TOTAL TRADE-IN VALUE (10 DPMS A-15 RIFLES)	\$2,000.00	\$3,450.00
BUY-BACK PRICE (EACH) (BUSHMASTER RIFLES)	\$270.00	\$415.00
BUY-BACK PRICE (EACH) (DPMS A-15 RIFLES)	\$270.00	\$395.00

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator



Sworn to and subscribed before me this 6th day of March, 2024.

Jennifer Jones
Notary Public

RESOLUTION NO. 2024-073-R

**A RESOLUTION AUTHORIZING AGREEMENT TO TRANSFER SOFTWARE SERVER
TO CLOUD BASED SERVICE WITH VERMONT SYSTEMS, INC.**

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 transferring software to a cloud-based service, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Hosting Services Addendum," 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 Vermont Systems, Inc., in the amount(s) and manner authorized by the proposal accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

HOSTING SERVICES ADDENDUM

This Hosting Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS," "us," "we," or "our") and **Madison Park & Recreation** ("Customer," "you," or "your") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below. Terms not defined herein shall have the meanings provided in Section 1 of the VS [Terms of Service](#).

1. **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the Current Service Agreement.

2. **HOSTING SERVICES.** Customer is adding VS's **Standard** Hosting Services to the suite of products and services that it is receiving from VS, as reflected in the updated Order Schedule.

3. **HOSTING OBLIGATIONS.** Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. **IF A CUSTOMER DOES NOT SELECT VS'S HOSTING SERVICES, AND INSTEAD CHOOSES TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) INCIDENTS RESULTING IN DATA BREACH, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA.** If Customer chooses us for hosting services, and we actually store Customer Data on a VS-controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our hosting services in a good and workmanlike manner; and (c) offer hosting services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.

4. **CUSTOMER DATA GENERALLY.** You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

5. **PAYMENT TERMS.** You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and may choose to set up billing from one of the following Annual Maintenance dates: **JANUARY 1, MAY 1, JULY 1, OR OCTOBER 1. *THIS DATE MUST CORRESPOND WITH THE SAME DATE PICKED IN THE VS SERVICE AGREEMENT.** All Fees are based on Services provided, not on your actual usage.

Except as permitted by the Agreement, all Fees paid are non-refundable. Payment is due within 30 days from the date you receive our invoice (the "Due Date"). If you do not pay our invoice by the Due Date, then we may charge you a **late fee** up to 5% of the total invoice. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month. Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. After the **FIRST 12 MONTHS** of the Initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase of the greater of five percent (5%) or the aggregate change in the CPI (Consumer Price Index). VS reserves the right to apply the COLT enhancement to any Fees at the start of each Renewal Term, in its sole and absolute discretion.

6. **BREACH FOR NON-PAYMENT OF FEES.** Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full.
7. **PROHIBITED USE.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action which could result in civil damages or criminal punishment.
8. **OWNERSHIP RIGHTS.** (a) We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™, PayTrac™ and VS Payments™ names and logos are registered trademarks of RecTrac, LLC, and no right or license is granted to use them without our express written permission. (b) With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.
9. **LIMITED WARRANTIES.** We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. EXCEPT AS SPECIFICALLY STATED HEREIN, THE

SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected is settlement with the debtor."

10. LIMITATIONS OF LIABILITY.

- 10.1 LIMITATIONS OF LIABILITY.** EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS, OR FOR LIABILITY WHICH, BY LAW, CANNOT BE LIMITED (COLLECTIVELY, "EXCLUDED CLAIMS"), TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:
- 10.2** IN NO EVENT SHALL WE OR ANY MEMBER OF OUR TEAM BE LIABLE OR RESPONSIBLE TO YOU FOR LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION FROM YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF OURS), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF WHETHER YOU OR YOUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.
- 10.3** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR TOTAL AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THE AGREEMENT OR ANY OF OUR SERVICES (INCLUDING, WITHOUT LIMITATION, PAYMENT SERVICES, HOSTING SERVICES OR PROFESSIONAL SERVICES) SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU IN THE PREVIOUS THREE (3) FULL MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIABILITY CAP DESCRIBED HEREIN WILL APPLY IN AGGREGATE TO ANY AND ALL CLAIMS BY YOU AND YOUR AFFILIATES AND SHALL NOT BE CUMULATIVE.
- 10.4** YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES CHARGED, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES AGREE THAT THE LIABILITY LIMITS SET FORTH HEREIN ARE A MATERIAL BASIS OF THE BARGAIN AND ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- 10.5** TIME LIMITATION. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.

- 11. INDEMNIFICATION.** You shall indemnify and defend us (including any member of our Team) and hold us harmless against any claim, suit, demand or proceeding ("Claim") that arises from your actions, your use or misuse, of the Services (including, but not limited to, the Software); your breach of the Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights. We reserve the right to handle our own legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy. Our indemnity rights shall include all costs associated with the Claim or Claims, including attorneys' fees, court costs, dispute resolution costs, and/or fees associated with collection.

12. PRIVACY RIGHTS. You are required to comply with our [Privacy Policy](#), which may be revised from time to time, and which are expressly incorporated into the Agreement.

13. ASSIGNMENT. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14. FORCE MAJEURE. We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

15. CONFLICTING PROVISIONS. Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict of inconsistencies between this Addendum and the Agreement, this Addendum will control. VS's acceptance may be evidenced by its fulfillment of the Agreement which this Addendum revises. Except as otherwise described in this Section, no modification of this Agreement, including, but not limited to, subsequent terms included within your Purchase Orders, will be binding unless in writing and manually signed by an authorized representative of the parties.

16. VS STANDARD HOSTING SERVICE - SLA. VS Standard Hosting Service Level Agreement (SLA) can be found here: [VS Standard Hosting Service SLA](#) which may be revised from time to time, and which are expressly incorporated into the Agreement.

AGREED TO BY:

City of Madison, Alabama

Paul Finley
Mayor

Date

ACCEPTED BY:

RecTrac, LLC d/b/a Vermont Systems

By:Patrick Hayden
Its: President

Date



Vermont Systems Cloud Services Hosting Feature Checklist

11/20/2023



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Vermont Systems
12 Market Place
Essex Junction, VT 05452

www.vermontsystems.com

Introduction

Vermont Systems Cloud Services – Hosting

Vermont Systems Hosting is a comprehensive cloud-based service, alleviating the pressure and dependence on IT for the technological aspects of Vermont Systems Software deployment. We have been providing secure and reliable cloud services for more than a decade. Our cloud service offerings are exclusive to the Vermont Systems application suite and integrated partner services. The expert Hosted Services Team at Vermont Systems will maintain a safe and secure environment with 24/7 support, so you will have continuous access to your application. Minimize the management of your IT infrastructure by using our professional Cloud Hosting services.

Cloud Services - Hosting Feature Checklist

Vermont Systems (VS) Hosting offers Standard or Premium service. The feature checklist below outlines the features of each service:

Item	Standard Hosting	Premium Hosting
• VS Cloud hosting is priced as a flat rate, monthly fee that is based on the service option selected (Standard or Premium) and number of RecTrac concurrent users.	Yes	Yes
• Hosting servers managed by VS in two secure data centers: one located in the eastern region and the second located in the western region of the United States. All server operating system maintenance is provided by VS professionals.	Yes	Yes
• N+1 application architecture ensuring resiliency and system availability.	Yes	Yes
• Progress OpenEdge Replication provides near real-time database disaster recovery capabilities at an alternate site, maintaining data integrity between source and target databases.	Yes	Yes
• Progress Transparent Data Encryption (TDE) is used to encrypt all tables, fields, and indexes in the database to protect from unauthorized access, while data is at rest.	Yes	Yes
• Monthly third party internal vulnerability and PCI scan provided by Trustwave.	Yes	Yes
• Monthly third party external vulnerability and PCI scan provided by Trustwave.	Yes	Yes
• Quarterly external penetration tests provided by Trustwave.	Yes	Yes
• Semi-annual internal penetration tests provided by Trustwave.	Yes	Yes
• Antivirus (AV) with integrated File Integrity Monitoring (FIM).	Yes	Yes
• Security Information Event Monitoring (SIEM) 24/7/365.	Yes	Yes
• Third party automated application availability checks provided by Site 24x7 every minute via multiple locations across the US.	1 min	1 min
• All VS application upgrades will be performed by VS Hosting Team. If these upgrades involve "planned" downtime, they will be coordinated to occur during off-peak hours. Typically, planned downtime for software upgrades will occur after 11:30 ET for the Eastern data center and 11:30pm MT for the Western data center. There may be instances where there is deviation to the start time, but this will be communicated at least 7 days in advance.	Yes	Yes

Item	Standard Hosting	Premium Hosting
<ul style="list-style-type: none"> Recovery Point Objectives (RPO): After Image (.AI) notes window <u>in minutes</u>. These notes reduce the potential data loss if a system failure takes place. A lower value equates to greater "insurance coverage." This coverage extends backwards 7 days from the current day. 	180	60
<ul style="list-style-type: none"> Recovery Time Objectives (RTO): Maximum recovery time associated with any unplanned outage at Primary data center. 	12 hrs	2 hrs
<ul style="list-style-type: none"> Recovery Time Objectives (RTO): Maximum recovery time associated with any unplanned outage attributed to VS data center services or VS application infrastructure that requires <u>switching</u> to a Secondary data center. This would only occur if the Primary data center outage is expected to exceed 8 hours, and is not intended to be utilized as an on request service. 	16 hrs	6 hrs
<ul style="list-style-type: none"> Daily Database Backups are performed by VS on a rolling 7 day basis. In addition, VSI maintains a rolling quarter-end backup and a rolling annual backup for three years. 	Yes	Yes
<ul style="list-style-type: none"> ODBC Connection for third party access to reporting database updated near real-time to accommodate dashboards and custom reporting. 	Unavailable	Yes
<ul style="list-style-type: none"> 24/7 Pager Support related to hosting issues included at no additional charge. Hosting support ends at the RecTrac login screen. Then standard application software support services apply, as soon as a user can login into RecTrac or other VS application software. 	Yes	Yes
<ul style="list-style-type: none"> RecTrac LIVE (production) to RecTrac DEMO (training) database copies performed by VS Hosting Team every Tuesday and Thursday. 	Yes	Yes

The following services are additional costs and are outside of the VS Cloud Hosting Service:

- Application software & database License & Annual Maintenance fees and/or Application software & database SaaS (Subscription) fees
- End-user Training (remote or on-site)
- Hardware purchases (such as cash drawers, credit card readers, printers, touch screens, etc)
- Shipping fees
- Travel expenses
- Database schema training associated with an ODBC connection. Any assistance provided to a customer helping them to understand tables and fields in a VS database, so that they can create an external dashboard, report, export or similar result is chargeable

Prepared For: Madison Park & Rec

Madison, AL

Contact Name: Christina Cox, Administrative Supervisor / MARS Coordinator**Contact Email:** Christina.Cox@madisonal.gov**Contact Phone:** 256-772-6244**Prepared By:** Dylan Greer (Sales Executive)**Email:** DylanG@vermontsystems.com**Toll Free:** 877-883-8757**Direct Phone:** 802-255-2151**Explanation of Quote:** Cloud Hosting, IntelliTrac, WebTrac App**Notes:**

Application Software Add-Ons	Qty	Unit Price	Discount	Price
WebTrac App Workgroup - One Time Setup Fee †(8)	1	\$2,500.00	\$1,500.00	\$1,000.00
Tax:				\$0.00
Total:				\$1,000.00

Services (recurring)	Qty	Unit Price	Monthly	Discount	Price
VSI Cloud					
VS Cloud Hosting Standard Service - First 5 Users Monthly †(2)	1	\$675.00	\$405.00	\$270.00	\$4,860.00
VS Cloud Hosting Standard Service - Add'l Users Monthly † (3)	10	\$40.00	\$240.00	\$160.00	\$2,880.00
IntelliTrac					
IntelliTrac BI/Analytics Dashboard - 2 User †(5)	1	\$90.00	\$54.00	\$36.00	\$648.00
WebTrac App - Workgroup †(9)	1	\$595.00	\$357.00	\$238.00	\$4,284.00
Tax:				\$0.00	
Total:				\$12,672.00	

Training & Expenses	Qty	Unit	Unit Price	Price
Setup & Training	2.0	Hour	\$175.00	\$350.00
Tax:				\$0.00
Total:				\$350.00

TOTALS:

Application Software Add-Ons	\$1,000.00
Services (recurring) (prorated year 1)	\$12,672.00
Training & Expenses	\$350.00
Total:	\$14,022.00

For planning purposes, the annual recurring cost will be: \$12,672.00

† **Footnotes:**

- 2 The base Hosting Services Fee does NOT include the Vermont Systems application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact Vermont Systems Sales for additional information and scheduling, 877-883-8757 - Option #2 or email at: sales@vermontsystems.com.

Please refer to Vermont Systems legal page for Privacy Policy information: <https://www.vermontsystems.com/legal>

- 3 The Additional User Hosting Services Fee does NOT include the Vermont Systems application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact Vermont Systems Sales for additional information and scheduling, 877-883-8757 - Option #2 or email at: sales@vermontsystems.com.

- 5 IntelliTrac provides the path into your RecTrac database allowing your data to become available in interactive web dashboards with a host of stunning visualization options. Explore all your data from any angle and at any granularity to quickly reach real insights.

- 8 WebTrac App - One Time Initial Setup Fee (includes 4 hours of application training, remote based)

Billing Note: Billing for WebTrac App Setup fee will occur on the date of the App Implementation kick off call.

- 9 WebTrac App - Workgroup level

The WebTrac App requires an Apple Developer License, which you as the App account owner must provide. The annual subscription fee for this license is \$99 (Paid directly to Apple).

Billing Note: Billing for WebTrac App will occur on the date of the App Implementation kick off call.

RESOLUTION NO. 2024-084-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR PICKLEBALL INSTRUCTION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Chris Welch, a professional certified instructor in Pickleball, to conduct classes on City facilities for Pickleball instruction, 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 Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 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 Chris Welch, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains facilities for the enjoyment of Pickleball; and

WHEREAS, the City desires to obtain the services of a professional instructor of Pickleball for teaching classes at City facilities; and

WHEREAS, Contractor is a unique provider of the services and maintains certifications for instruction in Pickleball; and

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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to City:
 - 1. Contractor shall be responsible for professional training/instruction during classes and shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he teaches.
 - 3. Contractor may be allowed to store his own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall maintain an accurate roll for all classes/training he conducts and provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of

this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

City shall pay instructor a fee of fifty dollars (\$50.00) per class for Contractor's services based on his specific expertise and number of certifications unique to the Contractor. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with these fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this 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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor

shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

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 the other party's suspension of performance.

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

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 Contractor 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 Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed to:
Chris Welch

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

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

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Chris Welch, Contractor

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 Chris Welch, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this the _____ day of _____, 202_.

Notary Public

RESOLUTION NO. 2024-084-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR PICKLEBALL INSTRUCTION**

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama