



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**March 27, 2023**

AGENDA NO. 2023-06-RG

To protect the public health during the COVID-19 pandemic, according to State and Federal guidelines, the City Council will observe social distancing procedures at the Council Meeting. Anyone who is sick or who is living with a quarantined family member should not attend the meeting. 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 would like to weigh in on a Council matter but do not want to attend due to concerns about the pandemic may contact the City Clerk's Office or the Mayor's Office (contact information on City website [www.madisonal.gov](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons, Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-05-RG, dated March 13, 2023

B. Minutes No. 2023-03-WS, dated March 22, 2023

7. PRESENTATIONS AND AWARDS

A. Presentation of a Proclamation by Mayor Finley to the Women's Business Council designating March 30, 2023 as "Women Owned Business Day" in the City of Madison

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](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov)

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

- B. **Resolution No. 2023-033-R:** Approving an annual appropriation agreement with the Madison Animal Rescue Foundation for FY 23 in the amount of \$15,000 (to be paid from General Operating account)
- C. **Resolution No. 2023-119-R:** Providing for the disposition of personal property of negligible value, formerly used by the Parks & Recreation Department (Motorola 2-way Radios(12), Playground Equip(4), Bicycles & Parts, Generator, Air Compressor, and Small Lawn Equipment(7)) via online auction through Govdeals website, pursuant to Section16-108 of the Code of Ordinances
- D. Authorization of payment to S&ME, Inc. in the amount of \$10,223.80 for Invoice No. 1171145 for Project No. 18-022 (Hughes Road Widening Project) (to be paid from 2020-A Bond account)
- E. Authorization of payment to Barge Design Solutions, Inc. in the amount of \$7,915.01 for professional services completed from January 28 - February 24, 2023 on CIP Project No. 19-047 (Wall Triana and I-565 Intersection Improvements- ATRP2-45-2020-327) (Invoice No. 208842, PO No. 2022-1151) (to be paid from 2015-A Bond account)
- F. Authorization of payment to McGinnis Construction LLC/Miller & Miller Inc in the amount of \$669,817.09 for construction of the flyovers (to be paid from 2022 Bond Issue)
- G. Authorization of payment to HydroCAD Software Solutions, LLC in the amount of \$627.00 for the renewal of annual software support services (to be paid from Engineering Department budget)
- H. Acceptance of donation from Y. Deweese in the amount of \$25.00 (to be deposited into Senior Center Donation account)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

A. Appointment for Board of Education Place 5

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Ryan Brown to Place 5 of the Industrial Development Board with a term expiration of November 22, 2028

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2023-105-R**: Request from RZ Creations, Inc., doing business as Madison IGA 1, for an Off-Premise Beer and Wine License, for their location at 8064 Old Madison Pike
- B. **Resolution No. 2023-106-R**: Request from SRH Group, Inc., doing business as Madison IGA 2, for an Off-Premise Beer and Wine License for their location at 5211 Wall Triana Highway.
- C. **Resolution No. 2023-129-R**: Request from Circle K Stores, Inc., doing business as Circle K Store 2706482, for an Off-Premise Beer & Wine License, for their location at 8464 Madison Boulevard

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No. 2023-107-R**: Authorizing a Professional Services Agreement with S&ME, Inc. for additional topographical survey along Balch Road between Neldabrook Way to Gillespie Road in the amount of \$12,800.00 (to be paid from Engineering Department budget)
- B. **Resolution No. 2023-114-R**: Authorizing a Professional Services Agreement with Sain Associates for legal description preparation and surveying services on the Browns Ferry box culvert replacement in an amount not to exceed \$4,755.00 (to be paid from Engineering Department budget)
- C. **Resolution No. 2023-115-R**: Authorizing a Professional Services Agreement with TTL, Inc. to evaluate sidewalk installation along Mill Road from Bradford Creek Trailhead to County Line Rd in the amount of \$40,700.00 (to be paid from Engineering Department budget)

**FINANCE**

- A. **Proposed Ordinance No. 2023-120**: amending Section 16-81 of the *Code of Ordinances, City of Madison, Alabama*, relating to payment of regular, continuing, monthly warrants, claims, demands, statements and authorized requisitions (First Reading)
- B. **Proposed Ordinance No. 2023-121**: Amending Section 16-82 of the *Code of Ordinances, City of Madison, Alabama* relating to approval by Council Finance Committee required for payment of all warrants, claims, demands, statements, and requisitions not otherwise authorized to be paid (First Reading)

**FIRE & RESCUE**

- A. **Resolution No. 2023- 127-R**: Authorizing an agreement with the Alabama Association of Fire Chiefs for mutual aid during large fire events

**HUMAN RESOURCES**

- A. **Resolution No. 2023-122-R**: Authorizing changes to job classification plans, Human Resources

**PLANNING**

- A. **Proposed Ordinance No. 2023-118**: Vacation of portions of two utility and drainage easements located within 3 Park Preserve Subdivision (First reading)
- B. **Proposed Ordinance No. 2023-123**: Declaring surplus and conveying IA and IB Common Areas Property to Heritage Hills Association due to scrivener's error (First Reading)

**POLICE**

- A. **Proposed Ordinance No. 2023-085**: Regulating wrecker services and towing operations (First Reading)
- B. **Resolution No. 2023-112-R**: Authorizing a Memorandum of Understanding with Crisis Services of North Alabama for community collaborations

- C. **Proposed Ordinance No. 2023-124:** Amending Chapter 22, Article VII, Sections 192 and 201(a) of the City Code changing notice/removal of inoperable vehicles from a seven-day period to 48 hours (First Reading)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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





**MINUTES NO. 2023-05-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
March 13, 2023**

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

The Madison City Council met in regular session on Monday, March 13, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

City Clerk-Treasurer Lisa D. Thomas 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	Absent
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

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

Public Attendance registered: Margi Daly, Kathy Patrick, Bernadette Mayer, Jonathan W Pierce, Lanelle Miller, Rob T. Retsch, William C. McDonald, Beth S. McDonald, Dee Voelkel, Robert LaBrunche, Mindy LaBrunche, Daniel Kasambira, A.S. Kirkindall, Pavia Gooch, Tiffany, Knox, Jennifer Coe, Tammy Ernst, Inez Trupp, and Charles Trupp

**AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore requested that under Police department reports Proposed Ordinance No. 2023-085; Regulating wrecker services and towing operations, be rescheduled to a later time to allow for more discussion.

Council President Bartlett confirmed that it would be deferred to another agenda. With no other amendments, Council President Bartlett approved the amendment to the agenda.

**APPROVAL OF MINUTES**

**MINUTES NO. 2023-04-RG DATED FEBRUARY 27, 2023**

Council Member Powell moved to approve Minutes No. 2023-04-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION OF MADISON POLICE DEPARTMENT PROMOTIONS**

Police Chief Johnny Gandy appeared before Council and Mayor Finley to recognize Daniel Weaver on his promotion to Communications Manager and Jackson Coleby Pressnell on his promotion to Sergeant.

Communications Manager Daniel Weaver began his career with the Police Department in 2008, where he held the position as a dispatcher for 8 years and then as a dispatch supervisor for 12 years. He holds several certifications and has the vision that Police Chief Johnny Gandy is looking for to carry the department into the future.

Sergeant Jackson Coleby Pressnell began his career with the Madison Police Department in August of 2015, where he has worked various assignments in patrol and training division. Sergeant Jackson Coleby Pressnell has served as a Field Training Officer for 6 years, a member of the S.W.A.T. Team for the past 5 years, and was a recipient of Officer of the Year Award in 2017.

Council Member Spears shared how proud she is of Sergeant Jackson Coleby Pressnell as she has known him since he was in elementary school, and she added that he has always been the best person with the best heart.

Council President Bartlett congratulated the recipients on their promotions.

## **ANNOUNCEMENT BY MAYOR PAUL FINLEY REGARDING CITY MANAGER**

Mayor Finley shared information on the City of Madison's press release with the order from the Probate Judge who has set a date for voters to decide the future of Madison's municipal form of government. The special election will be held Tuesday, May 9<sup>th</sup> and voters will utilize their regular local election polling places again from 7:00 a.m. to 7:00 p.m.. Mayor Finley thanked Judge Barger and Judge Woodruff for their diligence and making sure that the group that filed the petition met the criteria for eligible signatures.

Mayor Finley added that there has been a website put together with information on what the vote looks like and what is on the ballot with regards to what a yes vote means and what a no vote means. The website address is [www.madisonal.gov/councilmanager](http://www.madisonal.gov/councilmanager). Also, if there are questions that you have that you are unable to find the answer on the site, you can email them to [communications@madisonal.gov](mailto:communications@madisonal.gov).

## **PUBLIC COMMENTS**

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

### **ROBERT RETSCH (DISTRICT 4) NELDABROOK WAY**

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

- Fiscal policies
- Poorly maintained roads
- Future election

### **KATHY PATRICK (DISTRICT 6) STAVEMILL ESTATES**

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

- City Manager
- Website concerns

### **BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION**

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

- Trustworthiness of Council
- Time limit on public comments
- Citizens request for sidewalk to connect County Line Road and Mill Road
- Objection of appointments and positions of influence

- Objection of Madison Visionary Partners
- City website updating
- Current city debt and expenditure
- City's safety and sidewalk concerns
- Circles of influence between individuals and developers

### **ELIZABETH NEMATI (DISTRICT 3)**

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

- Opposition to City-Manager form of government
- City debt and development

### **TIFFANY KNOX (DISTRICT 1)**

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

- Opposition to City-Manager form of government
- City website update on City-Manager

### **ARTHUR KIRKINDALL (DISTRICT 7)**

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

- City-Manager questions
- Madison Forward and their relationship to the city
- Madison Visionary Partners and their partnership with the city
- Redistricting
- Legals interpretation of the Council Manager Act

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

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

- Governance Transition

### **JONATHAN W. PIERCE (DISTRICT 3) MOUNTAIN BROOK SUBDIVISION**

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

- City Councils protection of homeowners from intrusion of businesses in their backyards and water runoff issues
- City Councils concern about potential tax revenues versus their budget and building debt that lower the city's credit rating
- Silencing of citizen's oversight

**SARAH PARKER (DISTRICT 2)**

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

- Asked for different date for election
- Cons to the City-Manager not posted on website
- Asking of questions to each council member

**MARGI DALY (DISTRICT 6)**

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

- Ballot language
- Class of the city
- Writing of the resolution up for vote that confuses voters
- Opposition of the City-Manager
- Construction site concerns
- Terry Johnson collection of votes
- I-565 Flyovers
- City debt

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$2,125,614.42
Special General Operating Accounts	\$510.73
ADEM Storm Drainage	\$5,000.00
1/2 Cent Capital Replacement	\$500.81
1/2 Cent Infrastructure	\$500.81
Gasoline Tax & Petroleum Inspection fees	\$35,695.73
Street Repair and Maintenance	\$2,240.43
CIP Bond Accounts	\$1,496,370.62
Library Building Fund	\$84,923.04
Water Distribution and Storage	\$2,003.24
1/2 Cent Reserve	\$1,001.63

Venue Maintenance \$2,348.37

Regular and periodic bills to be paid

**Resolution No. 2023-028-R:** Approving an annual appropriation agreement with Chamber of Commerce of Huntsville Madison County for FY 23 in the amount of \$35,000 (to be paid from General Operating account)

**Resolution No. 2023-029-R:** Approving an annual appropriation agreement with Partnership for a DrugFree Community for FY 23 in the amount of \$15,000 (to be paid from General Operating account)

**Resolution No. 2023-030-R:** Approving an annual appropriation agreement with the Riley Center for FY 23 in the amount of \$7,500 (to be paid from General Operating account)

**Resolution No. 2023-031-R:** Approving an annual appropriation agreement with United Way of Madison County for FY 23 in the amount of 5,000 (to be paid from General Operating account)

**Resolution No. 2023-032-R:** Approving an annual appropriation agreement with the U.S. Space and Rocket Center for FY 23 in the amount of \$10,000 (to be paid from General Operating account)

**Resolution No. 2023-100-R:** Providing for the disposition of personal property (office furniture) of negligible value, formerly used by the Court Department, via online auction through Govdeals website, pursuant to Section 16-108 of the Code of Ordinances.

**Resolution No. 2023-113-R:** Acceptance of AMIC Settlement Claim No: 058754 in the amount of \$1,297.55 for Police Vehicle VIN No. 4240 (Final Payment. Claim is now closed)

Acceptance of donations from: J. Cazer in the amount of \$100.00, and M.C. Flurer in the amount of \$25.00 (to be deposited into the Senior Center Donation account)

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

Council Member Maura Wroblewski	Absent
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 recognized the annual appropriations and thanked the Chamber of Commerce of Huntsville Madison County, Partnership for a DrugFree Community, Riley Center,

United Way of Madison County, and U.S. Space and Rocket Center for all they do for their community.

Council Member Spears thanked those who donated to the Senior Center.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

**RESOLUTION NO. 2023-108-R: AUTHORIZATION OF AN AGREEMENT WITH ALDOT FOR REIMBURSEMENT FOR INSPECTION SERVICES FOR THE I-565 OVERPASS PROJECT (\$175,000 TO BE PAID FROM 2022 BOND ISSUE)**

Council Member Powell moved to approve Resolution No. 2023-108-R. Council Member Spears seconded. Council Member Denzine asked if this is the total cost that ALDOT will ask for their services. Mayor Finley responded that the amount of \$175,000 is the most that we would pay for their services. Council Member Denzine asked about a timeline. Mayor Finley responded that this is the cost until it is completed. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Absent
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

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

- Responded to the public comment’s question about why the election on May 9<sup>th</sup>. Explained that it is the latest date on a Tuesday that they can have the election and be legal based on the time frame requirement.
- Referred the public to visual representation on the city’s website that explains what the yes or no means on the ballot
- Reminded everyone that there are several positions available within city, especially a need of aids in Recreation

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

Absent

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Thanked Public Works for their hard work during the recent storm clean-up

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- Thanked Public Works and the Police Department for their hard work during the recent storm clean-up
- Questions about the upcoming election and how the public is able to get information

**COUNCIL DISTRICT NO. 4 GREG SHAW**

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

- Explained about the timeline for when the election is to take place per Section 11, 43A-3
- Discussed how the city provides services through economic growth

**RESOLUTION NO. 2023-104-R: AUTHORIZATION OF RENEWAL OF FINANCIAL SERVICES AGREEMENT WITH SYNOVUS**

Council Member Shaw moved to approve Resolution No. 2023-104-R. Council Member Powell seconded. Council Member Powell shared that the city has been with Synovus for a long time and that a Request for Proposal was completed, and that Synovus came back with a better rate holding them accountable which was the whole purpose. Mayor Finley shared his appreciation for the Finance Director Roger Bellamy and the Finance Department. The vote was taken and recorded as follows:

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

Motion carried.

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**RESOLUTION NO. 2023-095-R: DESIGNATION OF VOTING DELEGATE FOR ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION TO BE HELD MAY 10-13, 2023 IN BIRMINGHAM, ALABAMA**

Council Member Spears moved to approve Resolution No. 2023-095-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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



Council Member Karen Denzine  
Council Member John Seifert

Aye  
Aye

Motion carried.

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

- Thanked everyone who applied for the Board of Education and interviews will be held on the March 22<sup>nd</sup> work session
- Attended the Madison Chamber Catalyst meeting at the YMCA on February 28<sup>th</sup>, where they discussed supply chain and labor shortages
- Attended a Girl Scouts Troop meeting that helped them earn their democracy badge
- Volunteer last weekend in Alabaster, Alabama for the State's Scholastic Chess Championship, 60 Madison City members competed

### **COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Excited that the vote for the City-Manager form of government is going to the people and hopes that different groups of people will hold open houses or town halls to have discussion
- Madison Street Festival sponsorship drive is still going on until April 1<sup>st</sup> and vendor registrations opens May 15<sup>th</sup>
- Madison Police Citizens Advisory Committee (MPCAC) met on Tuesday, February 28<sup>th</sup> and the meeting was very informative. Thanked Madison Police Captain Terrell Cook for presenting
- MPCAC is holding a special session on Tuesday, March 14<sup>th</sup> to discuss rule changes, the public is welcomed and will be held at the Madison Library
- Easter Egg Hunt will be on April 8<sup>th</sup> at Dublin Park
- Representing the City of Madison at the Partnership for DrugFree Community meeting at Wellstone Emergency Services facility
- Provided an update regarding her family

### **COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Looks forward to the vote for the City-Manager form of government
- Invited everyone to the HEMSI board meeting that is being held on Thursday at 7:30 a.m.
- Planning commission is holding a meeting Thursday, March 16<sup>th</sup>, 2023 at 5:30 p.m.

### **BOARD/COMMITTEE APPOINTMENTS**

None

**PUBLIC HEARINGS**

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

None

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**RESOLUTION NO. 2023-098-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS INC. FOR ENGINEERING DESIGN SERVICES ON PROJECT 23-012 (BALCH & BROWNS FERRY (SOUTH) INTERSECTION IMPROVEMENTS) IN AN AMOUNT NOT TO EXCEED \$199,400.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-098-R. Council Member Powell seconded. Council Member Denzine asked if there would be lights at the roundabout. City Engineer explained that this proposal does not include a lighting plan, but that it will be included in a later plan and that the intersection will be lit. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2023-099: AUTHORIZING THE TRANSFER OF CITY PROPERTIES AND GRANTING OF UTILITY EASEMENTS TO MADISON UTILITIES IN RELATION TO THE CURRENT WESTERN TRANSMISSION MAIN PROJECT (FIRST READING)**

This is a first reading only.

Council Member Denzine asked for clarification on the Western Transmission Main Project. Council Member Spears explained that Madison Utilities is building a new line from

the river and the treatment plant all the way into Madison to give more capacity for growth. Council Member Denzine asked where this is located. Council Member Spears responded that it comes from Triana up across I-565, highway 20, and continues north. Council Member Denzine asked where the clean water plant is located. City Engineer Michael Johnson responded that it is located at the end of pump station road off Gillespie Road.

**FIRE & RESCUE**

**RESOLUTION NO. 2023-091-R: AUTHORIZING AN AGREEMENT WITH ESO FOR HISTORICAL DATA ACCESS FOR A PERIOD OF ONE-YEAR IN THE AMOUNT OF \$500 (TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-091-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL**

**RESOLUTION NO. 2023-049-R: APPROVAL OF BALLOT LANGUAGE FOR COUNCIL-MANAGER SPECIAL ELECTION SET FOR MAY 9, 2023.**

Council Member Spears moved to approve Resolution No. 2023-049-R. Council Member Shaw seconded. Council Member Spears confirmed with City Attorney Brian Kilgore that the resolution is on for the ballot language and the approval of the election on May 9<sup>th</sup>. City Attorney Brian Kilgore confirmed that this resolution will only approve the ballot language and push is toward a vote from the public. Council President Bartlett asked if the Probate Judge set the election date. City Attorney Brian Kilgore responded that notification was received on Friday afternoon and that he did set the date for May 9<sup>th</sup>, which is within the 90 days statutory period. Council President Bartlett confirmed with City Attorney Brian Kilgore that once the Probate Judge sets the date for the election, council does not have a choice and that they have to do an election as that is how the statute works. City Attorney Brian Kilgore confirmed. Council President Bartlett asked City Attorney Brian if the only questions Council will have is whether they go with 4 or 6 districts and 6 districts would allow more representation. City Attorney Brian Kilgore responded that is the only question’s Council will have at this juncture. Council President Bartlett brought up a question from Public Comments regarding confusion if Madison is a class 4 or 8 municipality. City Attorney Brian Kilgore responded that per the statute, Madison is a class 8 municipality under Alabama Law and that it was determined by the 1970 census. Council President Bartlett confirmed that even though our population has grown vastly our classification is on the 1970 census. City Attorney Brian Kilgore confirmed it is and other cities such as Hoover who has had a large increase in population also use the 1970 census. Mayor Finley provided the case number from the probate court of 76980 if anyone is interested. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-101-R: APPROVAL OF JOINT PURCHASING AGREEMENT WITH THE CITY OF HUNTSVILLE (WOODY ANDERSON FORD, INC. FOR LIGHT DUTY VEHICLES)**

Council Member Powell moved to approve Resolution No. 2023-101-R. Council Member Spears seconded. Council Member Denzine asked what would be considered a light vehicle. City Attorney Brian Kilgore explained that it would be light trucks, sedans, but would not include vehicles such as a dump truck. Mayor Finley explained that this just opens another avenue to purchase vehicles due to supply chain issues. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING**

**PROPOSED ORDINANCE NO. 2023-079: VACATION OF A PORTION OF A UTILITY AND DRAINAGE EASEMENT AT 219 COACH LAMP DRIVE IN WILLOW CREEK SUBDIVISION (FIRST READING 02/27/2023)**

Council Member Powell moved to approve Ordinance No. 2023-079. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-075-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2023-076; AMENDING SECTION 5-15-1 OF THE ZONING ORDINANCE PERTAINING TO PARKING SPACE REQUIREMENTS FOR MINI STORAGE AND SELF-SERVICE STORAGE FACILITIES (FIRST PUBLICATION 3/22/2023; SYNOPSIS 3/29/2023; PUBLIC HEARING 4/24/2023)**

Council Member Shaw moved to approve Resolution No. 2023-075-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Absent
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. 2023-092-R: AUTHORIZING STREETLIGHT MAINTENANCE AGREEMENT WITH HUNTSVILLE UTILITIES (TO BE PAID FROM CITY'S GENERAL FUND)**

Council Member Shaw moved to approve Resolution No. 2023-092-R. Council Member Spears seconded. Council Member Denzine asked if we have insurance on the poles. Director of Public Works Kent Smith responded that the poles belong to the City of Huntsville and we own the fixtures belong to us. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-094-R: AUTHORIZING A JOINT PURCHASING AGREEMENT WITH MADISON COUNTY TO UTILIZE EACH OTHER'S BIDS (FIRST READING 02/27/2023)**

Council Member Shaw moved to approve Resolution No. 2023-094-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent at time of vote
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. 2023-110-R: AUTHORIZING EXECUTION OF A TRANSPORTATION AGREEMENT WITH THE MADISON BOARD OF EDUCATION FOR VARIOUS CITY EVENTS THROUGHOUT THE YEAR**

Council Member Shaw moved to approve Resolution No. 2023-110-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-072-R: AUTHORIZING A LEASE AGREEMENT WITH TURF TANK FOR ONE (1) ATHLETIC FIELD MARKING ROBOT IN THE AMOUNT OF \$16,000 PER YEAR WITH A ONE-TIME INSTALLATION FEE OF \$1,700 (TO BE PAID FROM CAPITAL OUTLAY)**

Council Member Shaw moved to approve Resolution No. 2023-072-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Absent
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**

None

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 7:17 p.m.

Minutes No. 2023-05-RG, dated March 13<sup>th</sup>, 2023, read, approved and adopted this 27<sup>th</sup> day of March 2023.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

\_\_\_\_\_  
Mari Bretz  
Recording Secretary





**MINUTES NO. 2023-03-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
March 22, 2022**

The Madison City Council met for a public work session on Wednesday, March 22, 2023, at 5:30 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 5:30 p.m. by Council President Ranae Bartlett.

**The following Council Members were in attendance:**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, and Madison Police Sergeant Jamar Miles

The published purpose of the work session was to interview candidates for appointment to Place 5 of the Madison Board of Education. The Council interviewed the following individuals:

- Dr. Florencia Behn
- Katiya Mckinney
- Travis Cumming
- Dr. Karockas Watkins
- Courtney Wilson

**ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 8:31 p.m.

Minutes No. 2023-03-WS, dated March 22<sup>nd</sup>, 2023, read, approved and adopted this 27<sup>th</sup> day of March 2023.

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

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

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

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

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

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

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

Concur:

\_\_\_\_\_  
Paul Finley, Mayor  
Attest:

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

\_\_\_\_\_  
Mari Bretz  
Recording Secretary

**PROCLAMATION**

**WOMEN OWNED BUSINESS DAY**

**WHEREAS**, Women own nearly 13 million firms in the United States, employing more than 9.4 million workers and generating more than 1.9 trillion dollars in sales as of 2019; and

**WHEREAS**, between 2014 and 2019, the number of women-owned businesses climbed 21% to a total of nearly 13 million.

**WHEREAS**, Alabama ranks 15<sup>th</sup> in the Nation of women owned businesses with a growth rate of 42%; and

**WHEREAS**, Alabama has an estimated 153,000 women owned firms, employing just over 111,000 people with combined sales of \$19 billion; and

**WHEREAS**, City of Madison had 1,399 women owned firms as of 2012; and

**WHEREAS**, March is recognized as Women in History month; and

**WHEREAS**, City of Madison values entrepreneurial businesses and seeks to celebrate growth in business ownership among women in the community

**NOW, THEREFORE,**

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

**MARCH 30, 2023**

**As**

**WOMEN OWNED BUSINESS DAY**

in the City of Madison, Alabama.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 27<sup>th</sup> day of March, 2023.

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



**RESOLUTION NO. 2023-033-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON ANIMAL RESCUE FOUNDATION (MARF) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Animal Rescue Foundation (MARF) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifteen thousand dollars (\$15,000.00)** for FY 23.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of March 2023.

---

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

**ATTEST:**

---

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

**APPROVED** this 27<sup>th</sup> day of March 2023.

---

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

STATE OF ALABAMA  
COUNTY OF MADISON

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§

**AGREEMENT**

**THIS APPROPRIATION AGREEMENT IS MADE** by and between **MADISON A.R.F. (ANIMAL RESCUE FOUNDATION), INC.**, an Alabama non-profit corporation (hereinafter “MARF”), and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter “City”).

**WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, MARF is a corporation organized to promote animal welfare in the Madison area; and

**WHEREAS**, MARF will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties; and

**WHEREAS**, the City could otherwise provide these same services for its citizens but has chosen instead to assign such responsibility to MARF pursuant to the terms of this Appropriation Agreement; and

**WHEREAS**, the City Council has determined that it is desirable and in the public interest for the following appropriation to be made to MARF;

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that MARF shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to MARF the sum of fifteen thousand dollars and no cents (\$15,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MARF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MARF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MARF.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MARF regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MARF, nor shall MARF at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MARF being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MARF and that officers, employees, and any other agents of MARF are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MARF is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MARF hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MARF may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. MARF agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**Madison A.R.F. (Animal Rescue Foundation), Inc.,  
a domestic non-profit corporation**

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

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

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

**STATE OF ALABAMA**

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§  
§

**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Madison A.R.F. (Animal Rescue Foundation), Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

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



**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

**§**

**§**

**COUNTY OF MADISON**

**§**

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

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

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

## EXHIBIT A

Madison A.R.F. (Animal Rescue Foundation), Inc. ("MARF") intends to use the provided funding in the following activities:

- Pay for spay/neuter and rabies vaccinations for animals claimed from Madison Animal Control. MARF takes in approximately 220 animals per year from Madison Animal Control. The amount of \$15,000 will pay for spay/neuter and rabies of approximately 236 animals.
- If funding is sufficient, use remaining funds for treatment of animals claimed from Animal Control such as Heartworm treatment, skin issues, surgeries, etc. and to provide spay/neuter and rabies vaccinations for animals referred to MARF by Madison Animal Control by owners turning in, abuse and neglect cases. MARF takes in approximately 50 owner surrender and strays from Madison each year.

**RESOLUTION NO. 2023-119-R**

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

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

<b>Quantity</b>	<b>Description</b>
8	Motorola 2-way Handheld Radios w/batteries & charging station-model MTX800 (serial #'s 511AZ500372, 511TYQ5781, 511AZZS0038, 511TYQ5719, 511YQ67992, 511TYQ5753, 511TYS0378, 511TYW1050)
4	Motorola 2-way Handheld Radios w/batteries & charging station-model XPR6550 (serial #'s 037TNWC031, 037TNWB292, 037TNW9945, 037TNWB543)
1	Muscle Man Climber Playground Equipment Model# GT-954 (Asset # 002554/138)
1	Playground Train Set (Asset # 6196/003105)
1	Chuggin Choo Choo Playground Equipment (Asset # 003079)
1	4 Seat Buck-A-Bout Playground Equipment (Model# 240)
20+	Used Bicycles & Parts
1	5500 Watt Generator (SN# 050518TE49033)
1	Kobalt 60 Gallon 3.5 hp Air Compressor
1	5 hp Yard Machine Rear Tine Tiller
1	Gas powered Tornado F8 portable blower (SN# BL20200433/ M# 00100059)
1	Yard Machine Edger
1	140cc 9" Edger (SN# 1A073K50330/ M# 25B-554H711)
1	6.75 hp 21" Troy-Bilt Push Mower
1	175cc 22" Husqvarna Push Mower
1	6.5 hp Scotts/Tecumseh Push Mower

; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Clerk be and hereby is directed to advertise a date for a sale at which said property may be offered for public sale through GovDeals. The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any certificates of title on such property upon receipt of payment of the

purchase amount from the purchaser of said property. To the extent necessary, the Clerk is further directed and empowered to execute any other documents as necessary to affect this transfer of ownership of said property.

**READ, APPROVED, and ADOPTED** this 27th day of March 2023.

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

**ATTEST:**

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

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

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



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. None  
(Existing Assets Number)

#### Section 2

Date: 03/21/2023 Department: Recreation  
 Item Description: 4 Seat Buck-a-Bout Playground Equipment  
 Serial/Model #: M#240 New:  Used:   
 Location: Ashley Park Vendor Name: GameTime  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 04/12/1999 Cost or Donated Value: \$831.00  
 Enhancements: \_\_\_\_\_  
 N/A

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

*Fory Alfred* 03/21/2023  
 Signature: (Department Head or Designee) Date:

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/21/2023

Department: Recreation

Item Description: 20+ Used Bicycles & Parts (Three Springs)

Serial/Model #: None New:  Used:

Location: Palmer Park Vendor Name: Different Brands

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

*Kory Albert*  
Signature: (Department Head of/Designee)

03/21/2023  
Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

\_\_\_\_\_  
Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. NONE  
(Existing Assets Number)

### Section 2

Date: 03/21/2023

Department: Recreation

Item Description: 5550 Watt Generator

Serial/Model #: S# 050518TE49033

New:  Used:

Location: Palmer Park

Vendor Name: Troy-Bilt

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

N/A

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

*Troy Albert*

Signature: (Department Head or Designee)

03/21/2023  
Date:

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

(Below this line)

### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

Proceeds: \_\_\_\_\_

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. NONE  
(Existing Assets Number)

*Section 2*

Date: 03/21/2023 Department: Recreation

Item Description: Kobalt 60 gallon 3.5 HP Air Compressor

Serial/Model #: #148555##K7060V New:  Used:

Location: Palmer Park Vendor Name: Lowe's

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

N/A

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

*Kory Alfred* 03/21/2023  
 Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.





# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

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

*Section 2*

Date: 03/21/2023

Department: Recreation

Item Description: 5hp Yard Machine Rear Tine Tiller

Serial/Model #: None Found

New:  Used:

Location: Palmer Park

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

N/A

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

Signature: (Department Head or Designee)

03/21/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/21/2023 Department: Recreation

Item Description: Gas powered Tomado F8 portable blower

Serial/Model #: S# BL20200433 / M# 00100059 New:  Used:

Location: Palmer Park Vendor Name: MTD Pro

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

N/A

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

*Kory Alfred* 03/21/2023  
Signature: (Department Head or Designee) Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

\_\_\_\_\_

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

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

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. NONE  
(Existing Assets Number)

*Section 2*

Date: 03/21/2023

Department: Recreation

Item Description: Yard Machine Edger

Serial/Model #: None found

New:  Used:

Location: Palmer Park

Vendor Name: Madison Lawn Center

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

*Kory Alfred*

Signature: (Department Head or Designee)

03/21/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/21/2023 Department: Recreation

Item Description: 140cc 9" Edger

Serial/Model #: S# 1A073K50330 / M# 25B-554H711 New:  Used:

Location: Palmer Park Vendor Name: Troy-Bilt

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

N/A

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

Troy Bilt 03/21/2023  
 Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. None  
(Existing Assets Number)

### Section 2

Date: 03/21/2023

Department: Recreation

Item Description: 6.75hp 21" Pushmower

Serial/Model #: S# 1L233K10104 / M#80289 12AF5690766

New:  Used:

Location: Palmer Park

Vendor Name: Troy Bilt

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

Signature: (Department Head or Designee)

Date: 03/21/2023

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

(Below this line)

### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. None  
(Existing Assets Number)

### Section 2

Date: 03/21/2023

Department: Recreation

Item Description: 175cc 22" Push Mower

Serial/Model #: S# 022212M 011761 / M# HU775L - 961450008 00 New:  Used:

Location: Palmer Park Vendor Name: Husqvarna

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

[Signature]  
Signature: (Department Head or Designee)

03/21/2023  
Date:

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

### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

\_\_\_\_\_  
Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/21/2023

Department: Recreation

Item Description: 6.5hp Pushmower

Serial/Model #: S# 7428707705J00251 / M# 22965X8A

New:  Used:

Location: Palmer Park

Vendor Name: Scotts'

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

Signature: (Department Head or Designee)

03/21/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. 002554 (138)

(Existing Assets Number)

*Section 2*

Date: 03/08/2023

Department: Recreation

Item Description: Muscle Man Climber Playground Equipment

Serial/Model #: GT-954

New:  Used:

Location: Chadwick Park

Vendor Name: Game Time

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

Date Item Acquired: 01/01/1985 Cost or Donated Value: \$1,560.00

Enhancements: \_\_\_\_\_  
N/A

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

Kory Alfred  
Signature: (Department Head or Designee)

03/08/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.

Finance Dept.





# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. 6196 (003105)  
(Existing Assets Number)

*Section 2*

Date: 03/13/2023

Department: Recreation

Item Description: Playground Train Set

Serial/Model #: None Found

New:  Used:

Location: Hardiman Place Park

Vendor Name: Unknown

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

Date Item Acquired: 12/07/2009 Cost or Donated Value: \$1,500.00

Enhancements: \_\_\_\_\_  
N/A

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

*Tony Alfred*

Signature: (Department Head or Designee)

03/13/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. 003079  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation

Item Description: Chuggin Choo Choo Playground Equipment

Serial/Model #: NONE New:  Used:

Location: Shelton Park Vendor Name: Unavailable

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

Date Item Acquired: 02/28/2008 Cost or Donated Value: \$2,405.33

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

N/A

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

*Kory Alfred* 03/08/2023  
 Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

Section 1

Capital Assets Tag No. None  
(Existing Assets Number)

Section 2

Date: 03/08/2023

Department: Recreation

Item Description: Steel In-ground Soccer Goals

Serial/Model #: None Found

New:  Used:

Location: Palmer Park

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

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

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

Signature: (Department Head or Designee)

03/08/2023  
Date:

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

(Below this line)

Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation

Item Description: Motorola 2-Way Radio XPR 6550 with Battery and Charging Station

Serial/Model #: S#037TNWC031/M#AAH55QDH9LA1AN New:  Used:

Location: Dublin Park Vendor Name: Motorola

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

Date Item Acquired: 12/2012 Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

*Fory Alfred* 03/08/2023  
Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation

Item Description: Motorola 2-Way Radio XPR 6550 with Battery and Charging Station

Serial/Model #: S#037TNWB292/M#AAH55QDH9LA1AN New:  Used:

Location: Dublin Park Vendor Name: Motorola

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

Date Item Acquired: 12/2012 Cost or Donated Value: Unknown

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

N/A

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

*Fory Alfred* 03/08/2023  
 Signature: (Department Head or Designee) Date:

\*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*  
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*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation

Item Description: Motorola 2-Way Radio XPR 6550 with Battery and Charging Station

Serial/Model #: S#037TNW9945/M#AAH55QDH9LA1AN New:  Used:

Location: Dublin Park Vendor Name: Motorola

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

Date Item Acquired: 12/2012 Cost or Donated Value: Unknown

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

N/A

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

*Fory Alfred* 03/08/2023  
 Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023

Department: Recreation

Item Description: Motorola 2-Way Radio XPR 6550 with Battery and Charging Station

Serial/Model #: S#037TNWB543/M#AAH55QDH9LA1AN New:  Used:

Location: Dublin Park Vendor Name: Motorola

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

Date Item Acquired: 12/2012 Cost or Donated Value: Unknown

Enhancements: \_\_\_\_\_  
N/A

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

*Long Alfred*

Signature: (Department Head or Designee)

03/08/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation  
 Item Description: Motorola 2-Way Radio XPR 6550 with Battery and Charging Station  
 Serial/Model #: S#037TNWB795/M#AAH55QDH9LA1AN New:  Used:   
 Location: Dublin Park Vendor Name: Motorola  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 12/2012 Cost or Donated Value: Unknown  
 Enhancements: \_\_\_\_\_  
 N/A

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

*Fory Alfred* 03/08/2023  
 Signature: (Department Head or Designee) Date:

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

*Section 3*

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

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

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

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

COPY: Requesting Dept.  Finance Dept.





# City of Madison, Alabama

## Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 002601 (2820)  
(Existing Assets Number)

Section 2

Date: 03/08/2023

Department: Recreation

Item Description: Portable Radio w/Mic & Batteries and Charging Station

Serial/Model #: #511AZ500372

New:  Used:

Location: Dublin Park

Vendor Name: Huntsville Radio Services, INC

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

Date Item Acquired: 12/15/1998 Cost or Donated Value: \$1,118,70

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

N/A

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

*Fory Alfred*

Signature: (Department Head or Designee)

03/08/2023  
Date:

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

(Below this line)

Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation  
 Item Description: Motorola Portable 2-way Radio with Battery and Charging Station  
 Serial/Model #: #511TYQ5781 New:  Used:   
 Location: Dublin Park Vendor Name: Huntsville Radio Services, INC  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: 12/1998 Cost or Donated Value: \$1,118,70  
 Enhancements: \_\_\_\_\_

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

*Fory Alfred* 03/08/2023  
 Signature: (Department Head or Designee) Date:

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

(Below this line)

*Section 3*

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023 Department: Recreation

Item Description: Motorola Portable 2-way Radio with Battery and Charging Station

Serial/Model #: #511AZZS0038 New:  Used:

Location: Dublin Park Vendor Name: Huntsville Radio Services, INC

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

Date Item Acquired: 12/1998 Cost or Donated Value: \$1,118,70

Enhancements: \_\_\_\_\_  
N/A

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

*Fory Alfred* 03/08/2023  
Signature: (Department Head or Designee) Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

COPY: Requesting Dept.  Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023

Department: Recreation

Item Description: 3 Motorola Portable 2-way Radio with Battery and Charging Station

Serial/Model #: #511TYQ5719 New:  Used:

Location: Dublin Park Vendor Name: Huntsville Radio Services, INC

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

Date Item Acquired: 12/1998 Cost or Donated Value: \$1,118,70

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

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

Signature: (Department Head or Designee)

03/08/2023

Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 002602 (2822)

(Existing Assets Number)

Section 2

Date: 03/08/2023

Department: Recreation

Item Description: Motorola Portable Radio w/ Batteries and Charging Station

Serial/Model #: #511YQ67992

New:  Used:

Location: Dublin Park

Vendor Name: Huntsville Radio Service, INC

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

Date Item Acquired: 12/15/1998 Cost or Donated Value: \$1,118,70

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

N/A

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

*Fory Alfred*

Signature: (Department Head or Designee)

03/08/2023

Date:

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

(Below this line)

Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023

Department: Recreation

Item Description: Motorola Portable 2-way Radio with Battery and Charging Station

Serial/Model #: #511TYQ5753 New:  Used:

Location: Dublin Park Vendor Name: Huntsville Radio Service, INC

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

Date Item Acquired: 12/1998 Cost or Donated Value: \$1,118,70

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

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

For Alfred  
Signature: (Department Head or Designee)

03/08/2023  
Date:

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

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets

### Disposal Form

Section 1

Capital Assets Tag No. None Found

(Existing Assets Number)

Section 2

Date: 03/08/2023

Department: Recreation

Item Description: Motorola Portable 2-way Radio with Battery and Charging Station

Serial/Model #: #511TYS0378

New:  Used:

Location: Dublin Park

Vendor Name: Huntsville Radio Service, INC

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

Date Item Acquired: 12/1998 Cost or Donated Value: \$1,118,70

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

N/A

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

*Foray Alfred*  
Signature: (Department Head or Designee)

03/08/2023

Date:

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

(Below this line)

Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept.

Finance Dept.



# City of Madison, Alabama

## Capital Assets Disposal Form

*Section 1*

Capital Assets Tag No. None  
(Existing Assets Number)

*Section 2*

Date: 03/08/2023

Department: Recreation

Item Description: Motorola Portable 2-way Radio with Battery and Charging Station

Serial/Model #: S#511TYW1050 New:  Used:

Location: Dublin Park Vendor Name: Huntsville Radio Service, INC

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

Date Item Acquired: 12/1998 Cost or Donated Value: Huntsville Radio Service

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

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

Signature: (Department Head or Designee)

03/08/2023  
Date:

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

(Below this line)

*Section 3*

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

COPY: Requesting Dept.

Finance Dept.



RECEIVED

MAR 9 2023

CITY OF MADISON  
ENGINEERING DEPARTMENT



# INVOICE

City of Madison  
100 Hughes Road  
Madison, AL. 35758

Invoice # : 1171145  
Invoice Date : 03/08/2023  
Project : 518220003  
Project Name : Hughes Road CA & RPR Services  
Terms : Due Upon Receipt  
(Unless otherwise stated below)  
Client Code : 103836

Attention: Michelle Dunson  
michelle.dunson@madison:

FOR PROFESSIONAL SERVICES RENDERED

Phase : 1 -- Construction Phase Services	\$10,189.00
Phase : 3 -- Reimbursables	\$34.80

Amount Due This Invoice : \$10,223.80

S&ME, Inc.

If you have questions regarding this invoice please contact us @ 256-837-8882.

*E. Michelle Dunson*  
*3/9/2023*

Statement

Previously Billed	\$21,233.00	Billed To Date	\$31,456.80 ✓
Total This Invoice	\$10,223.80	Paid To Date	\$21,233.00 ✓
Billed To Date	\$31,456.80	Total Balance Due	\$10,223.80

ACH/EFT Payment Information:

Beneficiary Name: S&ME, Inc.  
Beneficiary Bank Name: Bank of America, NA  
Bank ABA Routing Number: 053000196

Mail Check to:

S&ME, Inc.  
PO Box 277523  
Atlanta, GA 30384-7523 USA

Federal ID# 56-0791580



PROJECT : 518220003 -- Hughes Road CA &amp; RPR Services

Invoice # : 1171145

**PHASE 1 -- Construction Phase Services****TASK \*\*\*\* -- Default Task**

<u>Class Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
LAND SURVEY TECHNICIAN II	11.00	\$75.00	\$825.00
PROF LAND SURVEYOR - GPS/ROBOTIC	17.00	\$110.00	\$1,870.00
PROJECT MANAGER, PM4	1.00	\$200.00	\$200.00
PROJECT PROFESSIONAL - P4	1.00	\$140.00	\$140.00

<u>Class Name</u>	<u>Date</u>	<u>Hours</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
LOGSDON, LEE	02/14/23	25.50	28.00	1.00	\$714.00

<u>Expense Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
<b>UNIT PRICING ITEMS</b>			
Two Man Survey Crew	16.00	\$165.00	\$2,640.00
Three Man Survey Crew	19.00	\$200.00	\$3,800.00

**TASK \*\*\*\* -- Default Task TOTAL : \$10,189.00****PHASE 1 -- Construction Phase Services TOTAL : \$10,189.00****PHASE 3 -- Reimbursables****TASK \*\*\*\* -- Default Task**

<u>Expense Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
<b>UNIT PRICING ITEMS</b>			
COMPANY VEHICLE MILEAGE	60.00	\$0.58	\$34.80

**TASK \*\*\*\* -- Default Task TOTAL : \$34.80****PHASE 3 -- Reimbursables TOTAL : \$34.80****Total This Invoice : \$10,223.80****ACH/EFT Payment Information:**

Beneficiary Name: S&ME, Inc.  
 Beneficiary Bank Name: Bank of America, NA  
 Bank ABA Routing Number: 053000196

**Mail Check to:**

S&ME, Inc.  
 PO Box 277523  
 Atlanta, GA 30384-7523 USA

**Federal ID# 56-0791580**

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

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

Purchase Order  
No. 2022-00001151  
DATE 08/04/2022

VENDOR 3646 - Barge Design Solutions, Inc.

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

NON-NEGOTIABLE

Contact  
Barge Design Solutions, Inc.  
615 3rd Ave. S., Suite 700  
NASHVILLE, TN 37210



DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1

REFERENCE # Res. 2022-93-R, Res.2020-279-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN and CE&I for ATRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 185,584.96 19 047	185,584.9600	\$185,584.96
<i>Partial Payment # 9</i> <i>rlnw. # 208842</i> <i>Amt \$ 7,915.01</i>				
<i>E. Michelle Dunson</i>			TOTAL DUE	\$185,584.96

*Roger Bellomy/wcc* 2022-08-04 3/10/23  
T13:10:49-05:00

Purchasing Agent Signature

Special Instructions  
*Council Mtg 3/27/23*

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

**CITY OF MADISON, ALABAMA**

**2015-A  
BOND PAYMENT  
REQUISITION FORM**

**TO:**  
Pay to the order of (vendor): Barge Design Solutions, Inc.

Vendor Number: 3646

A requisition and payment request is hereby requested for the payment of \$ 185,584.96  
to the above listed vendor.

**FOR:** Requisition from Construction Fund for the Series 2015-A Improvements.

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection Improvements

Project Number: 19-047

Professional construction, engineering and inspection services for the ATRP2-45-2020-327 project for Wall Triana and I-565 Intersection Improvements (City Project #19-047). Approved by Res. 2022-93-R on March 28, 2022.  
  
This is a public City project and proceeds from the 2015-A Bond issue can be used to pay for these professional services.

By signing below, the undersigned representatives of the City of Madison (the "City") hereby certify as follows:

(1) The purpose for which such payment is to be made has been authorized in the ordinance authorizing the issuance of the Series 2015-A Warrants and complies in all respects with Section 6.01(c) and 6.01(f) of said ordinance and the Non-Arbitrage Certificate dated May 5, 2015.

(2) The City is not paying for an expense heretofore incurred with respect to the Series 2015-A Improvements prior to March 25, 2015, except as otherwise permitted in Treasury Reg. 1.150-2.

This 23rd day of August, 2022.

**CITY OF MADISON**

By [Signature]  
Department Head (signature of department making request)

And

By [Signature]  
Its Mayor – Paul Finley (signature)

And

By [Signature]  
Its Finance Director – Roger D. Bellomy (signature)



200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

RECEIVED  
 MAR 10 2023  
 CITY OF MADISON  
 ENGINEERING DEPARTMENT

Sheet: 1 of 1  
 Project Number: 3604304  
 Invoice Date : 3/9/2023  
 Billing: 9  
 Invoice No.: 208842  
 Dates: 1/28/2023-02/24/2023  
 PO No.: 2022-00001151

Project Name : Wall Triana ATRIPII CEI

**DIRECT LABOR**

EMPLOYEE	TITLE	RATE/HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC)	TOTAL AMOUNT
Atkerson, Julia	Administrator	28.10	0.00	0.00	3.41	0.00
Bissott, Gregg	Proj. Mgr.	76.99	0.00	0.00	3.41	0.00
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	38.47	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	40.40	0.00	0.00	3.41	0.00
Glass, Jeffrey	Proj. Mgr.	80.78	18.00	1,454.04	3.41	4,958.28
Hale, Lydia	Administrator	23.38	1.50	35.07	3.41	119.59
Kimbrel, Jessica	Administrator	29.11	0.00	0.00	3.41	0.00
Kimbrough, Jack	Engineer	67.31	0.00	0.00	3.41	0.00
Kimbrough, Jack	Engineer	77.66	0.00	0.00	3.41	0.00
Minor, Calvin	Const. Rep.	32.00	31.00	992.00	2.38	2,360.96
Minor, Calvin	Const. Rep.	48.00	0.00	0.00	2.38	0.00
Underhill, Curtis	Const. Rep.	33.87	0.00	0.00	2.38	0.00
Yates, Maleiha	Engineer	32.30	0.00	0.00	2.38	0.00
Subtotal			50.50	\$2,481.11		
<b>TOTAL</b>						<b>\$7,438.83</b>

**DIRECT COSTS**

<u>Transportation-Mileage</u>	0	0.625	\$0.00
	727	0.655	\$476.19
<b>TOTAL</b>	727		<b>\$476.19</b>

**OTHER COSTS**

Consultants	ALDOT	X1.05	\$0.00
<b>TOTAL</b>			<b>0.00</b>

**AMOUNT REQUESTED THIS STATEMENT** **\$7,915.01**

**Ceiling Summary**

Project Fee	\$185,584.96
Billed To Date	117,198.29
Balance	<u>\$68,386.67</u>
Percent Used	63.15%

*E. Michelle Dunson*  
 3/10/23

CITY OF MADISON

Owner: CITY OF MADISON , ALABAMA

Project: 2022-009-ITB

Contractor: McInnis Construction LLC / Miller & Miller Inc. JV #2

City of Madison Interchange on I565  
Phase 2  
Madison, Alabama



2106 Miller Ferry Way  
Huntsville, AL 35801

ESTIMATE #2  
PAYMENT Feb. 1 Thru Feb. 28, 2023

Pay Item	Description	Percent Complete	Units	Unit Cost	Contract Quantity	Contract Cost	Estimate 02 Unit Quantity	Estimate 02 Unit Cost	Unit Quantity Date to	Paid To Date	Anticipated Quantity	Anticipated Amount	Projected Amount Over/Under	Over/Under
201A002	Clearing And Grubbing (Maximum Allowable Bid \$4000 per acre, Approx. 8 acres)	75%	Lump Sum	\$ 32,000.00	1	\$ 32,000.00	0.75	\$ 24,000.00	0.75	\$ 24,000.00	1	\$32,000.00	\$0.00	0%
206C003	Removing Concrete Flumes	0%	Square Yard	\$ 15.20	77	\$ 1,170.40		\$ -	0	\$ -	77	\$1,170.40	\$0.00	0%
206D011	Removing Fence	0%	Linear Feet	\$ 4.61	94	\$ 433.34		\$ -	0	\$ -	94	\$433.34	\$0.00	0%
206D033	Removing Cable Guiderail	0%	Linear Feet	\$ 15.20	603	\$ 9,165.60		\$ -	0	\$ -	603	\$9,165.60	\$0.00	0%
206E008	Removing Guardrail End Anchor (All Type)	100%	Each	\$ 427.00	2	\$ 854.00		\$ -	2	\$ 854.00	2	\$854.00	\$0.00	0%
206E020	Removing Existing Overhead Sign Structure	0%	Each	\$ 12,750.00	1	\$ 12,750.00		\$ -	0	\$ -	1	\$12,750.00	\$0.00	0%
210A000	Unclassified Excavation	7%	Cubic Yard	\$ 17.75	29501	\$ 523,642.75	2000	\$ 35,500.00	2000	\$ 35,500.00	29501	\$523,642.75	\$0.00	0%
210D000	Borrow Excavation	0%	Cubic Yard	\$ 26.75	5129	\$ 137,200.75		\$ -	0	\$ -	5129	\$137,200.75	\$0.00	0%
214A000	Structure Excavation	5%	Cubic Yard	\$ 29.25	1176	\$ 34,398.00	60	\$ 1,755.00	60	\$ 1,755.00	1176	\$34,398.00	\$0.00	0%
214B001	Foundation Backfill, Commercial	0%	Cubic Yard	\$ 66.25	18657	\$ 1,236,026.25	25	\$ 1,656.25	25	\$ 1,656.25	18657	\$1,236,026.25	\$0.00	0%
215A000	Unclassified Bridge Excavation	0%	Cubic Yard	\$ 90.00	988	\$ 88,920.00		\$ -	0	\$ -	988	\$88,920.00	\$0.00	0%
231B005	Roadbed Stabilizing Material, Crushed Aggregate Base	0%	Ton	\$ 45.50	1866	\$ 84,903.00		\$ -	0	\$ -	1866	\$84,903.00	\$0.00	0%
243A035	Geosynthetic Reinforcement For Soft Soil Stabilization, Type 3	0%	Square Yard	\$ 5.55	5669	\$ 31,462.95		\$ -	0	\$ -	5669	\$31,462.95	\$0.00	0%
301A012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	0%	Square Yard	\$ 16.60	11613	\$ 192,775.80		\$ -	0	\$ -	11613	\$192,775.80	\$0.00	0%
305B077	Crushed Aggregate, Section 825, For Miscellaneous Use	0%	Ton	\$ 40.25	500	\$ 20,125.00		\$ -	0	\$ -	500	\$20,125.00	\$0.00	0%
401A000	Bituminous Treatment A	0%	Square Yard	\$ 1.52	11396	\$ 17,321.92		\$ -	0	\$ -	11396	\$17,321.92	\$0.00	0%
405A000	Tack Coat	0%	Gallon	\$ 7.05	3289	\$ 23,187.45		\$ -	0	\$ -	3289	\$23,187.45	\$0.00	0%
408B001	Micro-Milling Existing Pavement(Approximately 1.10" Thru 2.00" Thick)	0%	Square Yard	\$ 2.53	46102	\$ 116,638.06		\$ -	0	\$ -	46102	\$116,638.06	\$0.00	0%
410H000	Material Remixing Device	0%	Each	\$ 30,500.00	1	\$ 30,500.00		\$ -	0	\$ -	1	\$30,500.00	\$0.00	0%
420A015	Polymer Modified Open Graded Friction Course	0%	Ton	\$ 177.00	1987	\$ 351,699.00		\$ -	0	\$ -	1987	\$351,699.00	\$0.00	0%
420B000	Open Graded Friction Course Tack Coat	0%	Gallon	\$ 8.10	7948	\$ 64,378.80		\$ -	0	\$ -	7948	\$64,378.80	\$0.00	0%
424A280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E	0%	Ton	\$ 154.00	897	\$ 138,138.00		\$ -	0	\$ -	897	\$138,138.00	\$0.00	0%
424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	0%	Ton	\$ 147.00	1145	\$ 168,315.00		\$ -	0	\$ -	1145	\$168,315.00	\$0.00	0%
424B280	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E	0%	Ton	\$ 124.00	1547	\$ 191,828.00		\$ -	0	\$ -	1547	\$191,828.00	\$0.00	0%
424B581	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range E	0%	Ton	\$ 105.00	2016	\$ 211,680.00		\$ -	0	\$ -	2016	\$211,680.00	\$0.00	0%
424B650	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	0%	Ton	\$ 161.00	591	\$ 95,151.00		\$ -	0	\$ -	591	\$95,151.00	\$0.00	0%
424B655	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D	0%	Ton	\$ 157.00	200	\$ 31,400.00		\$ -	0	\$ -	200	\$31,400.00	\$0.00	0%
424B658	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	0%	Ton	\$ 128.00	845	\$ 108,160.00		\$ -	0	\$ -	845	\$108,160.00	\$0.00	0%
424B681	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	0%	Ton	\$ 111.00	739	\$ 82,029.00		\$ -	0	\$ -	739	\$82,029.00	\$0.00	0%
424C280	Superpave Bituminous Concrete Base Layer, 1" Maximum Aggregate Size Mix, ESAL Range E	0%	Ton	\$ 109.00	858	\$ 93,522.00		\$ -	0	\$ -	858	\$93,522.00	\$0.00	0%
428A001	Scoring Bituminous Pavement Surface	0%	Mile	\$ 360.00	3	\$ 1,080.00		\$ -	0	\$ -	3	\$1,080.00	\$0.00	0%
450B000	Reinforced Cement Concrete Bridge End Slab	0%	Square Yard	\$ 190.00	294	\$ 55,860.00		\$ -	0	\$ -	294	\$55,860.00	\$0.00	0%
502A000	Steel Reinforcement	16%	Pound	\$ 1.19	314737	\$ 374,537.03	50102	\$ 59,621.38	50102	\$ 59,621.38	312900	\$372,351.00	-\$2,186.03	-1%
502B000	Steel Reinforcement For Bridge Superstructure, Sta 712+78.81, Approx. 356,700 pounds	0%	Lump Sum	\$ 435,000.00	1	\$ 435,000.00		\$ -	0	\$ -	1	\$435,000.00	\$0.00	0%
502B001	Steel Reinforcement For Bridge Superstructure, Sta 710+95.30, Approx. 156,500 pounds	0%	Lump Sum	\$ 176,000.00	1	\$ 176,000.00		\$ -	0	\$ -	1	\$176,000.00	\$0.00	0%
505G004	Pile Points (Type A, 14")	0%	Each	\$ 300.00	12	\$ 3,600.00		\$ -	0	\$ -	12	\$3,600.00	\$0.00	0%
505M004	Steel Piling Furnished And Driven (HP 14x73)	0%	Linear Feet	\$ 79.00	540	\$ 42,660.00		\$ -	0	\$ -	540	\$42,660.00	\$0.00	0%
506A000	Drilled Shaft Excavation, 4'-6" Diameter	42%	Linear Feet	\$ 354.00	71	\$ 25,134.00	11	\$ 3,894.00	29.5	\$ 10,443.00	71	\$25,134.00	\$0.00	0%
506A005	Drilled Shaft Excavation, 3'-6" Diameter	0%	Linear Feet	\$ 253.00	82	\$ 20,746.00		\$ -	0	\$ -	82	\$20,746.00	\$0.00	0%
506A008	Drilled Shaft Excavation, 4'-0" Diameter	0%	Linear Feet	\$ 303.00	12	\$ 3,636.00		\$ -	0	\$ -	14	\$4,242.00	\$606.00	17%
506B002	Special Drilled Shaft Excavation, 3'-6" Diameter	0%	Linear Feet	\$ 1,065.00	109	\$ 116,085.00		\$ -	0	\$ -	109	\$116,085.00	\$0.00	0%
506B003	Special Drilled Shaft Excavation, 4'-0" Diameter	25%	Linear Feet	\$ 1,268.00	350	\$ 443,800.00	87.75	\$ 111,267.00	87.75	\$ 111,267.00	350	\$443,800.00	\$0.00	0%
506B004	Special Drilled Shaft Excavation, 4'-6" Diameter	57%	Linear Feet	\$ 1,370.00	127	\$ 173,990.00	49.23	\$ 67,445.10	71.98	\$ 98,612.60	127	\$173,990.00	\$0.00	0%
506C041	Drilled Shaft Construction, 3'-6" Diameter, Class DS1 Concrete	0%	Linear Feet	\$ 152.00	191	\$ 29,032.00		\$ -	0	\$ -	191	\$29,032.00	\$0.00	0%
506C042	Drilled Shaft Construction, 4'-0" Diameter, Class DS1 Concrete	21%	Linear Feet	\$ 152.00	420	\$ 63,840.00	89.05	\$ 13,535.60	89.05	\$ 13,535.60	364	\$55,328.00	-\$8,512.00	-13%
506C043	Drilled Shaft Construction, 4'-6" Diameter, Class DS1 Concrete	48%	Linear Feet	\$ 152.00	198	\$ 30,096.00	95.48	\$ 14,512.96	95.48	\$ 14,512.96	198	\$30,096.00	\$0.00	0%
506F008	Permanent Drilled Shaft Casing, 4'-0" Diameter	25%	Linear Feet	\$ 405.00	330	\$ 133,650.00	81.05	\$ 32,825.25	81.05	\$ 32,825.25	332	\$134,460.00	\$810.00	1%

CITY OF MADISON

Owner: CITY OF MADISON , ALABAMA

Project: 2022-009-ITB

Contractor: McInnis Construction LLC / Miller & Miller Inc. JV #2

City of Madison Interchange on I565  
Phase 2  
Madison, Alabama



2106 Miller Ferry Way  
Huntsville, AL 35801

ESTIMATE #2  
PAYMENT Feb. 1 Thru Feb. 28, 2023

Pay Item	Description	Percent Complete	Units	Unit Cost	Contract Quantity	Contract Cost	Estimate 02 Unit Quantity	Estimate 02 Unit Cost	Unit Quantity Date to	Paid To Date	Anticipated Quantity	Anticipated Amount	Projected Amount Over/Under	Over/Under
506G001	Crosshole Sonic Logging, 3'-6" Diameter	0%	Each	\$ 505.00	15	\$ 7,575.00		\$ -	0	\$ -	15	\$7,575.00	\$0.00	0%
506G002	Crosshole Sonic Logging, 4'-0" Diameter	0%	Each	\$ 2,510.00	4	\$ 10,040.00		\$ -	0	\$ -	4	\$10,040.00	\$0.00	0%
506G003	Crosshole Sonic Logging, 4'-6" Diameter	0%	Each	\$ 505.00	11	\$ 5,555.00		\$ -	0	\$ -	11	\$5,555.00	\$0.00	0%
508A000	Structural Steel	0%	Pound	\$ 4.00	4260	\$ 17,040.00		\$ -	0	\$ -	4260	\$17,040.00	\$0.00	0%
508B000	Structural Steel Superstructure, 205'-250'-195' Cont. Span, Approx. 2,589,885 pounds. (Specialty Item)	0%	Each	\$ 7,798,000.00	1	\$ 7,798,000.00		\$ -	0	\$ -	1	\$7,798,000.00	\$0.00	0%
508B001	Structural Steel Superstructure, 200'-265'-200' Cont. Span, Approx. 2,193,508 pounds (Specialty Item)	0%	Each	\$ 6,586,500.00	1	\$ 6,586,500.00		\$ -	0	\$ -	1	\$6,586,500.00	\$0.00	0%
510A007	Bridge Substructure Concrete	4%	Cubic Yard	\$ 650.00	1397	\$ 908,050.00	52	\$ 33,800.00	52	\$ 33,800.00	1433	\$931,450.00	\$23,400.00	3%
510C051	Bridge Concrete Superstructure, Sta 712+78.81, Approx. 1456 cubic yards	0%	Lump Sum	\$ 1,470,000.00	1	\$ 1,470,000.00		\$ -	0	\$ -	1	\$1,470,000.00	\$0.00	0%
510C052	Bridge Concrete Superstructure, Sta 710+95.30, Approx. 621 cubic yards	0%	Lump Sum	\$ 558,000.00	1	\$ 558,000.00		\$ -	0	\$ -	1	\$558,000.00	\$0.00	0%
510E000	Grooving Concrete Bridge Decks	0%	Square Yard	\$ 2.64	5551	\$ 14,654.64		\$ -	0	\$ -	5551	\$14,654.64	\$0.00	0%
511A004	Elastomeric Bearing Type 4	0%	Each	\$ 4,645.00	23	\$ 106,835.00		\$ -	0	\$ -	23	\$106,835.00	\$0.00	0%
511A005	Elastomeric Bearing Type 5	0%	Each	\$ 6,055.00	9	\$ 54,495.00		\$ -	0	\$ -	9	\$54,495.00	\$0.00	0%
511A073	Elastomeric Bearing Type 4 (Mark VB4)	0%	Each	\$ 1,768.00	36	\$ 63,648.00		\$ -	0	\$ -	36	\$63,648.00	\$0.00	0%
513B017	Pretensioned-Prestressed Concrete Girders, Type BT-72 (Specialty Item)	0%	Linear Feet	\$ 344.00	2474	\$ 851,056.00		\$ -	0	\$ -	2474	\$851,056.00	\$0.00	0%
524B010	Culvert Concrete Extension	0%	Cubic Yard	\$ 950.00	47	\$ 44,650.00		\$ -	0	\$ -	47	\$44,650.00	\$0.00	0%
529A012	Retaining Wall(MSE)	0%	Square Feet	\$ 65.25	47890	\$ 3,124,822.50		\$ -	0	\$ -	47917	\$3,126,584.25	\$1,761.75	0.1%
530A001	18" Roadway Pipe (Class 3 R.C.)	0%	Linear Feet	\$ 118.00	1399	\$ 165,082.00		\$ -	0	\$ -	1399	\$165,082.00	\$0.00	0%
530A002	24" Roadway Pipe (Class 3 R.C.)	0%	Linear Feet	\$ 150.00	504	\$ 75,600.00		\$ -	0	\$ -	504	\$75,600.00	\$0.00	0%
534A000	Cleaning Pipe Underdrain Outlets	0%	Each	\$ 990.00	7	\$ 6,930.00		\$ -	0	\$ -	7	\$6,930.00	\$0.00	0%
600A000	Mobilization	20%	Lump Sum	\$ 3,188,589.97	1	\$ 3,188,589.97		\$ -	0.2	\$ 637,717.99	1	\$3,188,589.97	\$0.00	0%
601A000	Furnishing Base, Soil And Structure Laboratories	100%	Each	\$ 33,000.00	1	\$ 33,000.00		\$ -	1	\$ 33,000.00	1	\$33,000.00	\$0.00	0%
605A001	Pavement Edge Drain	0%	Linear Feet	\$ 29.25	3676	\$ 107,523.00		\$ -	0	\$ -	3676	\$107,523.00	\$0.00	0%
605B000	Special Underdrain Outlet, Type A	0%	Each	\$ 1,425.00	8	\$ 11,400.00		\$ -	0	\$ -	8	\$11,400.00	\$0.00	0%
608A000	Separation Geotextile	0%	Square Yard	\$ 5.05	8689	\$ 43,879.45		\$ -	0	\$ -	8689	\$43,879.45	\$0.00	0%
0 Delete	#DIV/0!			\$ -	0	\$ -		\$ -	0	\$ -	0	\$0.00	\$0.00	0%
610D003	Filter Blanket, Geotextile	111%	Square Yard	\$ 3.52	1571	\$ 5,529.92	750	\$ 2,640.00	1750	\$ 6,160.00	1571	\$5,529.92	\$0.00	0%
614A000	Slope Paving	0%	Cubic Yard	\$ 675.00	54	\$ 36,450.00		\$ -	0	\$ -	54	\$36,450.00	\$0.00	0%
619A003	24" Roadway Pipe End Treatment, Class 1	0%	Each	\$ 1,850.00	3	\$ 5,550.00		\$ -	0	\$ -	3	\$5,550.00	\$0.00	0%
621A011	Junction Boxes, Type 1 Or 1P	0%	Each	\$ 4,050.00	5	\$ 20,250.00		\$ -	0	\$ -	5	\$20,250.00	\$0.00	0%
621B011	Junction Box Units, Type 1 Or 1P	0%	Each	\$ 950.00	6	\$ 5,700.00		\$ -	0	\$ -	6	\$5,700.00	\$0.00	0%
621C020	Inlets, Type Y	0%	Each	\$ 2,550.00	5	\$ 12,750.00		\$ -	0	\$ -	5	\$12,750.00	\$0.00	0%
621C100	Inlets, Type PR	0%	Each	\$ 5,200.00	6	\$ 31,200.00		\$ -	0	\$ -	6	\$31,200.00	\$0.00	0%
621D019	Inlet Units, Type Y	0%	Each	\$ 1,100.00	6	\$ 6,600.00		\$ -	0	\$ -	6	\$6,600.00	\$0.00	0%
624B000	Cable Guiderail Anchor	0%	Each	\$ 5,075.00	2	\$ 10,150.00		\$ -	0	\$ -	2	\$10,150.00	\$0.00	0%
629A087	Concrete Median or Safety Barrier, Type CSF-36 (Reinforced) (Re taining Wall Mounted)	0%	Linear Feet	\$ 366.00	1944	\$ 711,504.00		\$ -	0	\$ -	1944	\$711,504.00	\$0.00	0%
629A107	Concrete Median or Safety Barrier, Type CSF-4A	0%	Linear Feet	\$ 136.00	860	\$ 116,960.00		\$ -	0	\$ -	860	\$116,960.00	\$0.00	0%
629C002	Concrete Median or Safety Barrier End Section(Type TES)	0%	Each	\$ 4,750.00	3	\$ 14,250.00		\$ -	0	\$ -	3	\$14,250.00	\$0.00	0%
630A001	Steel Beam Guardrail, Class A, Type 2	0%	Linear Feet	\$ 35.50	1975	\$ 70,112.50		\$ -	0	\$ -	1975	\$70,112.50	\$0.00	0%
630C077	Guardrail End Anchor, Type 8(MASH)	0%	Each	\$ 1,925.00	5	\$ 9,625.00		\$ -	0	\$ -	5	\$9,625.00	\$0.00	0%
630C079	Guardrail End Anchor, Type 13(MASH)	0%	Each	\$ 3,850.00	4	\$ 15,400.00		\$ -	0	\$ -	4	\$15,400.00	\$0.00	0%
630C080	Guardrail End Anchor, Type 20 Series (MASH)	0%	Each	\$ 3,850.00	8	\$ 30,800.00		\$ -	0	\$ -	8	\$30,800.00	\$0.00	0%
634A001	Industrial Fence, 5 Feet High	0%	Linear Feet	\$ 86.00	75	\$ 6,450.00		\$ -	0	\$ -	75	\$6,450.00	\$0.00	0%
650A000	Topsoil	0%	Cubic Yard	\$ 17.20	1820	\$ 31,304.00		\$ -	0	\$ -	1820	\$31,304.00	\$0.00	0%
652A100	Seeding	0%	Acre	\$ 1,210.00	4	\$ 4,840.00		\$ -	0	\$ -	4	\$4,840.00	\$0.00	0%
652C000	Mowing	0%	Acre	\$ 302.00	12	\$ 3,624.00		\$ -	0	\$ -	12	\$3,624.00	\$0.00	0%
654A001	Solid Sodding (Bermuda)	0%	Square Yard	\$ 6.85	3711	\$ 25,420.35		\$ -	0	\$ -	3711	\$25,420.35	\$0.00	0%
656A010	Mulching	0%	Acre	\$ 1,210.00	4	\$ 4,840.00		\$ -	0	\$ -	4	\$4,840.00	\$0.00	0%



CITY OF MADISON

Owner: CITY OF MADISON , ALABAMA

Project: 2022-009-ITB

Contractor: McInnis Construction LLC / Miller & Miller Inc. JV #2

City of Madison Interchange on I565  
Phase 2  
Madison, Alabama



2106 Miller Ferry Way  
Huntsville, AL 35801

ESTIMATE #2  
PAYMENT Feb. 1 Thru Feb. 28, 2023

Pay Item	Description	Percent Complete	Units	Unit Cost	Contract Quantity	Contract Cost	Estimate 02 Unit Quantity	Estimate 02 Unit Cost	Unit Quantity Date to	Paid To Date	Anticipated Quantity	Anticipated Amount	Projected Amount Over/Under	Over/Under
659C002	Erosion Control Product, Type S2	0%	Square Yard	\$ 3.55	996	\$ 3,535.80		\$ -	0	\$ -	996	\$3,535.80	\$0.00	0%
665A000	Temporary Seeding	0%	Acre	\$ 860.00	8	\$ 6,880.00		\$ -	0	\$ -	8	\$6,880.00	\$0.00	0%
665B001	Temporary Mulching	0%	TON	\$ 795.00	48	\$ 38,160.00		\$ -	0	\$ -	48	\$38,160.00	\$0.00	0%
665C010	Temporary Pipe	100%	Linear Feet	\$ 68.00	40	\$ 2,720.00	40	\$ 2,720.00	40	\$ 2,720.00	40	\$2,720.00	\$0.00	0%
665G000	Sand Bags	0%	Each	\$ 6.05	964	\$ 5,832.20		\$ -	0	\$ -	964	\$5,832.20	\$0.00	0%
665I000	Temporary Riprap, Class 2	0%	TON	\$ 58.00	250	\$ 14,500.00		\$ -	0	\$ -	250	\$14,500.00	\$0.00	0%
665J002	Silt Fence	72%	Linear Feet	\$ 5.25	7302	\$ 38,335.50	4246	\$ 22,291.50	5276	\$ 27,699.00	7302	\$38,335.50	\$0.00	0%
665N000	Temporary Coarse Aggregate,ALDOT Number 1	158%	Ton	\$ 50.00	252	\$ 12,600.00	186.3	\$ 9,315.00	397.28	\$ 19,864.00	252	\$12,600.00	\$0.00	0%
665N001	Temporary Coarse Aggregate,ALDOT Number 4	0%	Ton	\$ 54.00	50	\$ 2,700.00		\$ -	0	\$ -	50	\$2,700.00	\$0.00	0%
665O001	Silt Fence Removal	0%	Linear Feet	\$ 1.26	7302	\$ 9,200.52		\$ -	0	\$ -	7302	\$9,200.52	\$0.00	0%
665P005	Inlet Protection, Stage 3 Or 4	0%	Each	\$ 555.00	35	\$ 19,425.00		\$ -	0	\$ -	35	\$19,425.00	\$0.00	0%
665Q002	Wattle	13%	Linear Feet	\$ 11.25	3025	\$ 34,031.25	270	\$ 3,037.50	380	\$ 4,275.00	3025	\$34,031.25	\$0.00	0%
666A001	Pest Control Treatment	0%	Acre	\$ 30.25	4	\$ 121.00		\$ -	0	\$ -	4	\$121.00	\$0.00	0%
680A001	Geometric Controls	4%	Lump Sum	\$ 189,100.00	1	\$ 189,100.00	0.01	\$ 1,891.00	0.04	\$ 7,564.00	1	\$189,100.00	\$0.00	0%
701A087	Broken White, Class W, Type A Traffic Stripe (5" Wide)	0%	Mile	\$ 9,700.00	1	\$ 9,700.00		\$ -	0	\$ -	1	\$9,700.00	\$0.00	0%
701A091	Solid White, Class W, Type A Traffic Stripe (5" Wide)	0%	Mile	\$ 19,100.00	1	\$ 19,100.00		\$ -	0	\$ -	1	\$19,100.00	\$0.00	0%
701A099	Solid Yellow, Class W, Type A Traffic Stripe (5" Wide)	0%	Mile	\$ 19,100.00	1	\$ 19,100.00		\$ -	0	\$ -	1	\$19,100.00	\$0.00	0%
701A227	Solid White, Class 2, Type A Traffic Stripe (5" Wide)	0%	Mile	\$ 3,900.00	2	\$ 7,800.00		\$ -	0	\$ -	2	\$7,800.00	\$0.00	0%
701A230	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)	0%	Mile	\$ 3,900.00	2	\$ 7,800.00		\$ -	0	\$ -	2	\$7,800.00	\$0.00	0%
701A239	Broken White, Class 2, Type A Traffic Stripe (5" Wide)	0%	Mile	\$ 2,550.00	3	\$ 7,650.00		\$ -	0	\$ -	3	\$7,650.00	\$0.00	0%
701B063	Dotted, Class 2, Type A Traffic Stripe(Lane Drop 10" Wide)	0%	Linear Feet	\$ 3.55	1444	\$ 5,126.20		\$ -	0	\$ -	1444	\$5,126.20	\$0.00	0%
701B207	Dotted, Class 2, Type A Traffic Stripe (5" Wide)	0%	Linear Feet	\$ 2.55	2351	\$ 5,995.05		\$ -	0	\$ -	2351	\$5,995.05	\$0.00	0%
701C000	Broken Temporary Traffic Stripe	0%	Mile	\$ 1,270.00	4	\$ 5,080.00		\$ -	0	\$ -	4	\$5,080.00	\$0.00	0%
701C001	Solid Temporary Traffic Stripe	0%	Mile	\$ 1,525.00	6	\$ 9,150.00		\$ -	0	\$ -	6	\$9,150.00	\$0.00	0%
701D005	Solid Traffic Stripe Removed	0%	Mile	\$ 2,550.00	7	\$ 17,850.00		\$ -	0	\$ -	7	\$17,850.00	\$0.00	0%
701D013	Broken Traffic Stripe Removed	0%	Mile	\$ 2,550.00	7	\$ 17,850.00		\$ -	0	\$ -	7	\$17,850.00	\$0.00	0%
703A002	Traffic Control Markings, Class 2, Type A	0%	Square Feet	\$ 5.60	2767	\$ 15,495.20		\$ -	0	\$ -	2767	\$15,495.20	\$0.00	0%
703B002	Traffic Control Legends, Class 2, Type A	0%	Square Feet	\$ 6.10	82	\$ 500.20		\$ -	0	\$ -	82	\$500.20	\$0.00	0%
705A011	Pavement Markers, Class C, Type 1-A	0%	Each	\$ 5.10	3750	\$ 19,125.00		\$ -	0	\$ -	3750	\$19,125.00	\$0.00	0%
705A012	Pavement Markers, Class C, Type 1-B	0%	Each	\$ 5.10	988	\$ 5,038.80		\$ -	0	\$ -	988	\$5,038.80	\$0.00	0%
705A030	Pavement Markers, Class A-H, Type 2-C	0%	Each	\$ 5.10	358	\$ 1,825.80		\$ -	0	\$ -	358	\$1,825.80	\$0.00	0%
705A031	Pavement Markers, Class A-H, Type 1-A	0%	Each	\$ 5.10	347	\$ 1,769.70		\$ -	0	\$ -	347	\$1,769.70	\$0.00	0%
705A032	Pavement Markers, Class A-H, Type 1-B	0%	Each	\$ 5.10	64	\$ 326.40		\$ -	0	\$ -	64	\$326.40	\$0.00	0%
710A165	Class 10 Aluminum Flat Sign Panels 0.08" Thick (Type XI Background, Fluorescent)	0%	Square Feet	\$ 31.50	56	\$ 1,764.00		\$ -	0	\$ -	56	\$1,764.00	\$0.00	0%
710A170	Class 4, Aluminum Flat Sign Panels 0.08" Thick (Type IV Background)	0%	Square Feet	\$ 26.50	23	\$ 609.50		\$ -	0	\$ -	23	\$609.50	\$0.00	0%
710A185	Class 6 Aluminum Flat Sign Panels 0.125" Thick (Type IV or XI Background)	0%	Square Feet	\$ 48.75	72	\$ 3,510.00		\$ -	0	\$ -	72	\$3,510.00	\$0.00	0%
710A187	Class 6 Aluminum Multiple Flat Sign Panels 0.125" Thick (Type IV or XI Background)	0%	Square Feet	\$ 48.75	509	\$ 24,813.75		\$ -	0	\$ -	509	\$24,813.75	\$0.00	0%
710B011	Roadway Sign Post (W6 x 12 Steel Beam)	0%	Linear Feet	\$ 203.00	37	\$ 7,511.00		\$ -	0	\$ -	37	\$7,511.00	\$0.00	0%
710B012	Roadway Sign Post (W8 x 21 Steel Beam)	0%	Linear Feet	\$ 219.00	138	\$ 30,222.00		\$ -	0	\$ -	138	\$30,222.00	\$0.00	0%
710B013	Roadway Sign Post (W10 x 22 Steel Beam)	0%	Linear Feet	\$ 275.00	50	\$ 13,750.00		\$ -	0	\$ -	50	\$13,750.00	\$0.00	0%
710B016	Roadway Sign Post (#3 Square Tubular Steel)	0%	Linear Feet	\$ 18.25	20	\$ 365.00		\$ -	0	\$ -	20	\$365.00	\$0.00	0%
710B021	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)	0%	Linear Feet	\$ 18.25	57	\$ 1,040.25		\$ -	0	\$ -	57	\$1,040.25	\$0.00	0%
711A000	Roadway Sign Relocation	25%	Lump Sum	\$ 25,500.00	1	\$ 25,500.00	0.25	\$ 6,375.00	0.25	\$ 6,375.00	1	\$25,500.00	\$0.00	0%
715A000	Overhead Roadway Sign Structure No. OHC-1	0%	Lump Sum	\$ 84,000.00	1	\$ 84,000.00		\$ -	0	\$ -	1	\$84,000.00	\$0.00	0%
715A001	Overhead Roadway Sign Structure No. OHC-2	0%	Lump Sum	\$ 84,000.00	1	\$ 84,000.00		\$ -	0	\$ -	1	\$84,000.00	\$0.00	0%
726A000	Portable Concrete Safety Barriers, Type 6	69%	Linear Feet	\$ 40.00	4420	\$ 176,800.00		\$ -	3050	\$ 122,000.00	4420	\$176,800.00	\$0.00	0%
726A001	Portable Concrete Safety Barriers, Type 6-A	0%	Linear Feet	\$ 40.00	20	\$ 800.00		\$ -	0	\$ -	20	\$800.00	\$0.00	0%



CITY OF MADISON

Owner: CITY OF MADISON , ALABAMA

Project: 2022-009-ITB

Contractor: McInnis Construction LLC / Miller & Miller Inc. JV #2

City of Madison Interchange on I565  
Phase 2  
Madison, Alabama



2106 Miller Ferry Way  
Huntsville, AL 35801

ESTIMATE #2  
PAYMENT Feb. 1 Thru Feb. 28, 2023

Pay Item	Description	Percent Complete	Units	Unit Cost	Contract Quantity	Contract Cost	Estimate 02 Unit Quantity	Estimate 02 Unit Cost	Unit Quantity Date to	Paid To Date	Anticipated Quantity	Anticipated Amount	Projected Amount Over/Under	Over/Under
726D025	Portable Impact Attenuator Assembly (Unidirectional,TL-3)	100%	Each	\$ 25,000.00	2	\$ 50,000.00		\$ -	2	\$ 50,000.00	3	\$75,000.00	\$25,000.00	50%
740B000	Construction Signs	75%	Square Feet	\$ 9.20	1431	\$ 13,165.20	232	\$ 2,134.40	1071.75	\$ 9,860.10	1457	\$13,404.40	\$239.20	2%
740D000	Channelizing Drums	100%	Each	\$ 85.75	400	\$ 34,300.00	200	\$ 17,150.00	400	\$ 34,300.00	400	\$34,300.00	\$0.00	0%
740E000	Cones (36 Inches High)	0%	Each	\$ 35.50	100	\$ 3,550.00		\$ -	0	\$ -	100	\$3,550.00	\$0.00	0%
740F002	Barricades, Type III	175%	Each	\$ 330.00	8	\$ 2,640.00		\$ -	14	\$ 4,620.00	14	\$4,620.00	\$1,980.00	75%
740M001	Ballast For Cone	0%	Each	\$ 11.60	100	\$ 1,160.00		\$ -	0	\$ -	100	\$1,160.00	\$0.00	0%
741C010	Portable Sequential Arrow And Chevron Sign Unit	50%	Each	\$ 5,350.00	4	\$ 21,400.00		\$ -	2	\$ 10,700.00	4	\$21,400.00	\$0.00	0%
742A001	Portable Changeable Message Sign, Type 2	17%	Each	\$ 14,250.00	6	\$ 85,500.00		\$ -	1	\$ 14,250.00	6	\$85,500.00	\$0.00	0%
750A261	High Mast Luminaire Assembly with Three, LED, 400 Watt Equivalent Luminaires	0%	Each	\$ 83,000.00	7	\$ 581,000.00		\$ -	0	\$ -	7	\$581,000.00	\$0.00	0%
750B601	Roadway Luminaire Assembly with One, LED, 250 Watt Equivalent Luminaire	0%	Each	\$ 8,300.00	24	\$ 199,200.00		\$ -	0	\$ -	24	\$199,200.00	\$0.00	0%
750B602	Roadway Luminaire Assembly with One, LED, 400 Watt Equivalent Luminaire	0%	Each	\$ 9,100.00	42	\$ 382,200.00		\$ -	0	\$ -	42	\$382,200.00	\$0.00	0%
750B607	Roadway Luminaire Assembly with Two, LED, 400 Watt Equivalent Luminaire	0%	Each	\$ 14,100.00	15	\$ 211,500.00		\$ -	0	\$ -	15	\$211,500.00	\$0.00	0%
750C010	Pole Foundation,Roadway	0%	Each	\$ 4,050.00	74	\$ 299,700.00		\$ -	0	\$ -	74	\$299,700.00	\$0.00	0%
750C011	Pole Foundation, High Mast	0%	Each	\$ 7,050.00	7	\$ 49,350.00		\$ -	0	\$ -	7	\$49,350.00	\$0.00	0%
750D200	Electrical Junction Box,Type 1	0%	Each	\$ 1,210.00	12	\$ 14,520.00		\$ -	0	\$ -	12	\$14,520.00	\$0.00	0%
750D202	Electrical Junction Box, Type 3	0%	Each	\$ 2,025.00	4	\$ 8,100.00		\$ -	0	\$ -	4	\$8,100.00	\$0.00	0%
750E112	Conduit, 1 Inch, Rigid Nonmetallic	0%	Linear Feet	\$ 25.25	130	\$ 3,282.50		\$ -	0	\$ -	130	\$3,282.50	\$0.00	0%
750E113	Conduit, 1 1/4 Inch, Rigid Nonmetallic	0%	Linear Feet	\$ 27.25	315	\$ 8,583.75		\$ -	0	\$ -	315	\$8,583.75	\$0.00	0%
750E114	Conduit, 1 1/2 Inch,Rigid Nonmetallic	0%	Linear Feet	\$ 35.25	790	\$ 27,847.50		\$ -	0	\$ -	790	\$27,847.50	\$0.00	0%
750E115	Conduit,2 Inch,Rigid Nonmetallic	0%	Linear Feet	\$ 39.50	1005	\$ 39,697.50		\$ -	0	\$ -	1005	\$39,697.50	\$0.00	0%
750F023	Conductor, #8 AWG	0%	Linear Feet	\$ 4.55	2340	\$ 10,647.00		\$ -	0	\$ -	2340	\$10,647.00	\$0.00	0%
750F024	Conductor, #6 AWG	0%	Linear Feet	\$ 5.60	3960	\$ 22,176.00		\$ -	0	\$ -	3960	\$22,176.00	\$0.00	0%
750F025	Conductor, #4 AWG	0%	Linear Feet	\$ 6.60	3030	\$ 19,998.00		\$ -	0	\$ -	3030	\$19,998.00	\$0.00	0%
750F026	Conductor, #2 AWG	0%	Linear Feet	\$ 8.65	440	\$ 3,806.00		\$ -	0	\$ -	440	\$3,806.00	\$0.00	0%
750G009	Combined Duct and Cable, 2 #8 AWG/ 1 #6 AWG GND	0%	Linear Feet	\$ 25.50	7955	\$ 202,852.50		\$ -	0	\$ -	7955	\$202,852.50	\$0.00	0%
750G010	Combined Duct And Cable,2 #6 AWG/ 1 #6 AWG GND	0%	Linear Feet	\$ 26.50	4115	\$ 109,047.50		\$ -	0	\$ -	4115	\$109,047.50	\$0.00	0%
750G011	Combined Duct And Cable,2 #4 AWG/ 1#6 AWG GND	0%	Linear Feet	\$ 28.50	2940	\$ 83,790.00		\$ -	0	\$ -	2940	\$83,790.00	\$0.00	0%
750G030	Combined Duct and Cable, 2 #2 AWG/ 1 #6 AWG GND	0%	Linear Feet	\$ 30.50	5980	\$ 182,390.00		\$ -	0	\$ -	5980	\$182,390.00	\$0.00	0%
750G040	Combined Duct and Cable, 2 #1/0 AWG/ 1 #6 AWG GND	0%	Linear Feet	\$ 35.50	5290	\$ 187,795.00		\$ -	0	\$ -	5290	\$187,795.00	\$0.00	0%
750H005	Service Pole	0%	Each	\$ 4,075.00	1	\$ 4,075.00		\$ -	0	\$ -	1	\$4,075.00	\$0.00	0%
750I015	Lighting Control Center	0%	Each	\$ 39,000.00	1	\$ 39,000.00		\$ -	0	\$ -	1	\$39,000.00	\$0.00	0%
751G025	Remove & Store Roadway Luminaire Assembly	44%	Each	\$ 3,650.00	16	\$ 58,400.00	7	\$ 25,550.00	7	\$ 25,550.00	16	\$58,400.00	\$0.00	0%
751J006	Remove Luminaire Pole Foundation, Concrete	44%	Each	\$ 2,900.00	16	\$ 46,400.00	7	\$ 20,300.00	7	\$ 20,300.00	16	\$46,400.00	\$0.00	0%
756A028	6" Electrical Conduit, 1 Line, Type 5 Installation	0%	Linear Feet	\$ 80.50	920	\$ 74,060.00		\$ -	0	\$ -	920	\$74,060.00	\$0.00	0%
Change Order #1	Mobilization price increase, contract time extended to 670	20%	Lump Sum	\$ 260,000.00	1	\$ 260,000.00		\$ -	0.2	\$ 52,000.00	1	\$260,000.00	\$0.00	0%
LIA#4	Stored Material Reinforcement Steel Inv# 17526							\$ 21,882.91						
LIA#3	Stored Material Reinforcement Wall Inv# 110262							\$ 136,872.00						
LIA#2	Stored Material Reinforcement Steel Inv# 17498							\$ 33,098.78						
LIA #1	Stored Material Reinforcement Steel Inv# 17438 & 17472							\$ -						
						\$ 37,040,000.00		\$ 705,070.63				\$37,083,098.92	\$43,098.92	0%

**CITY OF MADISON**

Owner: CITY OF MADISON , ALABAMA  
 Contractor: McInnis Construction LLC / Miller & Miller Inc. JV #2  
 2106 Miller Ferry Way  
 Huntsville, AL 35801

Project: 2022-009-ITB  
 City of Madison Interchange on I565  
 Phase 2  
 Madison, Alabama



**ESTIMATE #2**  
**PAYMENT Feb. 1 Thru Feb. 28, 2023**

Pay Item	Description	Percent Complete	Units	Unit Cost	Contract Quantity	Contract Cost	Estimate 02 Unit Quantity	Estimate 02 Unit Cost	Unit Quantity Date to	Paid To Date	Anticipated Quantity	Anticipated Amount	Projected Amount Over/Under	Over/Under
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	MONTHLY TOTAL	TO DATE TOTAL
<b>TOTAL</b>	<b>\$ 705,070.63</b>	<b>\$ 1,790,517.00</b>
TOTAL RETAINAGE WITHHELD		\$89,525.85
MONTHLY RETAINAGE	\$35,253.53	\$0.00
LESS PREVIOUS PAYMENTS		\$1,031,174.06
LESS DEDUCTIONS		\$0.00
<b>AMOUNT PAYABLE THIS ESTIMATE</b>		<b>\$ 669,817.09</b>

I CERTIFY THIS ESTIMATE TO BE CORRECT, DUE AND UNPAID.

APPROVED: CITY ENGINEER: \_\_\_\_\_  
 PROJECT ENGINEER: Jeffrey S. Taylor  
 PREPARED BY: Randy Sims  
 CHECKED BY: \_\_\_\_\_

WE HEREBY ACCEPT THIS ESTIMATE AS BEING CORRECT, DUE AND UNPAID.

CONTRACTOR'S AUTHORIZED AGENT: [Signature]  
 PREPARED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_



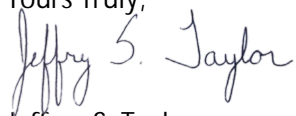
March 14, 2023  
City of Madison  
100 Hughes Road  
Madison, AL 35758

RE: ESTIMATE 2  
2022-009-ITB  
I-565 INTERCHANGE PHASE 2  
MADISON COUNTY

<u>Contract Amount:</u>	\$ 36,780,000.00
Supplemental Agreement	
<u>Amount:</u>	\$ 260,000.00
<u>Total Amount:</u>	\$ 37,040,000.00
<u>Amount Complete</u>	\$ 705,070.63
<u>Retainage %5</u>	\$ 35,253.53

We are attaching Estimate No. 2 In favor of McInnis Construction LLC / Miller & Miller Inc. JV #2.  
Covering work on the above referenced project in the amount of \$ 669,817.09 for the period  
From February 1, 2023, to February 28, 2023.

The above referenced project has an anticipated overrun/underrun of \$ 43,098.92

Yours Truly,  
  
Jeffrey S. Taylor

AECOM  
Project Manager

# HydroCAD Quotation

HydroCAD Software Solutions LLC, PO Box 477, Chocorua, NH 03817

v12.5a

Based on March 2021 pricing

www.hydrocad.net 1-800-927-7246 tel 603-323-8666 fax 603-323-7467

Prepared: **03/16/23** Valid for **60 days**

Prepared by: **Robyn**

Terms: **Net 30**

Prepared for# **18667** **Permanent License**

End User# **18667** Quote No: **18667 -02**

Name: **Eduard Morgan**  
 Company: **City Of Madison**  
 Street: **100 Hughes Rd**  
 City, State: **Madison, AL**

Name: **Eduard Morgan**  
 Company: **City Of Madison**  
 Street: **100 Hughes Rd**  
 City, State: **Madison, AL**

Phone: **256-772-8431**  
 Fax:  
 Email: **eduard.morgan@madisonal.gov**

Phone: **256-772-8431**  
 Fax:  
 Email: **eduard.morgan@madisonal.gov**

Notes: One year maintenance renewal for existing 2-user license

Version	Nodes	Start Maint.	End Maint.	Days Maint.	Total Users
10.2002		03/16/23	04/06/24	365	2

Co#	Serial Number	Users	Current Version	Current Capacity	New Capacity	Convert SameSite	Version Update	Node Upgrade	User Cost \$0	Maintenance Charged From	Maint. Per User-Year	Maint. Cost	System Totals				
	New Users:	0			0				\$0	06/15/23	\$0	\$0.00	\$0.00				
18667	2724	2	10.2002	200	200	\$0	\$0	\$0		04/07/23	\$336	\$672.00	\$672.00				
	1												\$672.00				
<b>Totals</b>												<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$672.00</b>	<b>\$672.00</b>
	Quantity	2	1			0	0	0									

Maintenance pricing is subject to adjustment based on actual date of order. Normal software delivery is by download only. Printed manuals must be purchased separately. All quotes are based on our **Software License Agreement and Terms of Sale** at [www.hydrocad.net/terms.htm](http://www.hydrocad.net/terms.htm)

To place this order as quoted please visit [www.hydrocad.net/po](http://www.hydrocad.net/po)

<b>Other</b>		
<b>Manuals</b>		\$0.00
<b>Self-Study</b>		\$0.00
	SubTotal	\$672.00
0%	Discount	\$0.00
	\$ Misc.	
	<b>Total</b>	<b>\$672.00</b>

**RESOLUTION NO. 2023-105-R**

**A RESOLUTION APPROVING AN OFF-PREMISE  
BEER & WINE LICENSE FOR RZ CREATIONS, INC D/B/A MADISON IGA 1**

**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-premise beer and wine license to **RZ Creations, Inc. d/b/a Madison IGA 1**, which has applied for said license for its location at 8064 Old Madison Pike; and

**WHEREAS**, the Revenue Director has received written approval for the application of **RZ Creations, Inc. d/b/a Madison IGA 1** from the Madison Police Department, Building Department, and Fire Department, all of which are required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premises beer and wine license to **RZ Creations, Inc. d/b/a Madison IGA 1** for its 8064 Old Madison Pike location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City off-premises beer and wine license to **RZ Creations, Inc. d/b/a Madison IGA 1**.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of March 2023.

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

**ATTEST:**

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

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

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



CITY OF MADISON - REVENUE DEPARTMENT  
P.O. BOX 99, MADISON, AL 35758  
REVENUE@MADISONAL.GOV / 256-772-5654  
WWW.MADISONAL.GOV

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**Date:** March 1, 2023

**To:** Mayor & City Council

**From:** Ivon Williams  
Deputy Revenue Officer, Revenue Department

**Subject:** RZ Creations Inc.  
DBA: Madison IGA 1  
Off-Premises Beer and Wine License

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Please find attached a copy of the checklist for RZ Creations Inc, doing business as Madison IGA 1, in regard to their application for an Off-Premises Beer and Wine License for their location at 8064 Old Madison Pike, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is because the business has been sold.

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.

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

ON PREMISE  OFF PREMISE  
 BEER  WINE  LIQUOR

Owner Name: ~~SRH Group, Inc.~~ RZ Creations, Inc

Business Name: Madison IGA 1

Business Location: 8064 Old Madison Pike, Madison, AL 35758

Mailing Address: 8064 Old Madison Pike, Madison, AL 35758

Phone: 404-452-6700

APPLICATION FEE:

Date Paid: February 21, 2023 Amount: 100.00 Receipt #: \_\_\_\_\_

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: February 21, 2023

Background Check: Approved  Disapproved \_\_\_\_\_

Check Completed By: 2-24-23 Title ID Secretary

Date Completed: Becky Ruffe

BUILDING DEPARTMENT APPROVAL:

Letter Sent: February 21, 2023

Inspection: Approved  Disapproved \_\_\_\_\_

Inspection Completed By: Phan L Title Inspector

Date Completed: 2-22-23

FIRE DEPARTMENT APPROVAL:

Letter Sent: February 21, 2023

Inspection: Approved  Disapproved \_\_\_\_\_

Inspection Completed By: [Signature] Title Fire Marshall

Date Completed: 2-22-23

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

Memo Sent to City Clerk On: February 21, 2023

Date Placed: March 1, 2023 Newspaper: Madison Record

Publication Fee Paid: \$184.00

Date Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Public Hearing: March 13, 2023

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

**STATE ALCOHOL CONTROL BOARD LETTER:**

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

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

**CITY LICENSE:**

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

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

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





**RESOLUTION NO. 2023-106-R**

**A RESOLUTION APPROVING OFF-PREMISES  
BEER & WINE LICENSE FOR SRH GROUP, INC**

**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 **SRH Group, Inc. d/b/a Madison IGA 2**, which has applied for said license for its location at 5211 Wall Triana Highway; and

**WHEREAS**, the Revenue Director has received written approval for the application of **SRH Group, Inc. d/b/a Madison IGA 2** from the Madison Police Department, Building Department, and Fire Department, all of which are required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premises beer and wine license to **SRH Group, Inc. d/b/a Madison IGA 2** for its 5211 Wall Triana Highway location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City off-premises beer and wine license to **SRH Group, Inc. d/b/a Madison IGA 2**.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of March 2023.

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

ATTEST:

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama



CITY OF MADISON - REVENUE DEPARTMENT  
P.O. BOX 99, MADISON, AL 35758  
REVENUE@MADISONAL.GOV / 256-772-5654  
WWW.MADISONAL.GOV

---

**Date:** March 1, 2023

**To:** Mayor & City Council

**From:** Ivon Williams  
Deputy Revenue Officer, Revenue Department

**Subject:** SRH Group Inc.  
DBA: Madison IGA 2  
Off-Premises Beer and Wine License

---

Please find attached a copy of the checklist for SRH Group Inc, doing business as Madison IGA 2, in regard to their application for an Off-Premises Beer and Wine License for their location at 5211 Wall Triana Highway, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is because the business has been sold.

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.



City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

- ON PREMISE     OFF PREMISE
- BEER     WINE     LIQUOR

Owner Name: SRH Group, Inc.

Business Name: Madison IGA 2

Business Location: 5211 Wall Triana Highway, Madison, AL 35758

Mailing Address: 5211 Wall Triana Highway, Madison, AL 35758

Phone: 404-452-6700

APPLICATION FEE:

Date Paid: February 21, 2023 Amount: 100.00 Receipt #: \_\_\_\_\_

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: February 21, 2023

Background Check: Approved  Disapproved \_\_\_\_\_

Check Completed By: Becky Wolfe Title ID Secretary

Date Completed: 2-24-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: February 21, 2023

Inspection: Approved  Disapproved \_\_\_\_\_

Inspection Completed By: [Signature] Title Inspector

Date Completed: 2-22-23

FIRE DEPARTMENT APPROVAL:

Letter Sent: February 21, 2023

Inspection: Approved  Disapproved \_\_\_\_\_

Inspection Completed By: [Signature] Title Fire Marshal

Date Completed: 2-22-23

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

Memo Sent to City Clerk On: February 21, 2023

Date Placed: March 1, 2023 Newspaper: Madison Record

Publication Fee Paid: \$184.00

Date Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Public Hearing: March 13, 2023

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

**STATE ALCOHOL CONTROL BOARD LETTER:**

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

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

**CITY LICENSE:**

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

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

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



**RESOLUTION NO. 2023-129-R**

**A RESOLUTION APPROVING AN OFF-PREMISES  
BEER & WINE LICENSE FOR CIRCLE K STORES, INC.**

**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 Circle K Stores, Inc. d/b/a Circle K Store 2706482, which has applied for said license for its location at 8464 Madison Boulevard; and

**WHEREAS**, the Revenue Director has received written approval for the application of Circle K Stores, Inc. d/b/a Circle K Store 2706482 from the Madison Police Department, Building Department, and Fire Department, all of which are required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premises beer and wine license to Circle K Stores, Inc. d/b/a Circle K Store 2706482 for its 8464 Madison Boulevard location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City off-premises beer and wine license to Circle K Stores, Inc. d/b/a Circle K Store 2706482.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of March 2023.

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

**ATTEST:**

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

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

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

**Date:** March 14, 2023

**To:** Mayor & City Council

**From:** Ivon Williams  
Deputy Revenue Officer, Revenue Department

**Subject:** Circle K Stores Inc.  
DBA: Circle K Store 2706482  
Off-Premises Beer and Wine License

---

Please find attached a copy of the checklist for Circle K Stores Inc., doing business as Circle K Store 2706482, in regard to their application for an Off-Premises Beer and Wine License for their location at 8464 Madison Boulevard, Madison, AL 35758.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is that it is a new business.

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.



City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Circle K Stores Inc

Business Name: Circle K Store # 2706482

Business Location: 8464 Madison Blvd Madison AL 35758

Mailing Address: 25 W Cedar Street Suite M Pensacola, FL 32502

Phone: 850-454-1134

APPLICATION FEE:

Date Paid: March 01, 2023 Amount: 100.00 Receipt #:

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent:

Background Check: Approved Disapproved

Check Completed By: Capt. Anderson Title Capt

Date Completed: March 4, 2020

BUILDING DEPARTMENT APPROVAL:

Letter Sent: March 01, 2023

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 3/5/2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: March 01, 2023

Inspection: Approved Disapproved

Inspection Completed By: P. Spies Title DC

Date Completed: 3/7/23

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

Memo Sent to City Clerk On: March 01, 2023

Date Placed: March 8, 2023 Newspaper: Madison Record

Publication Fee Paid: \$184.00

Date Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Date of Public Hearing: March 27, 2023

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

**STATE ALCOHOL CONTROL BOARD LETTER:**

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

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

**CITY LICENSE:**

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

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

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



**RESOLUTION NO. 2023-107-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S & ME INC.**

**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 S & ME Inc. for topographical survey services along Balch Road between Neldabrook Way to Gillespie, 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 S & ME Inc. in a total amount not to exceed Twelve Thousand Eight Hundred Dollars (\$12,800) to be paid from the Engineering Department's budget.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27 day of March 2023.

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

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and S &ME, Inc., located at 360D Quality Circle NW, Suite 450, Huntsville, Alabama 35806, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought topographical survey services along Balch Road between Neldabrook Way to Gillespie; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: topographical survey services along Balch Road between Neldabrook Way to Gillespie , said services to be administered according to Consultant’s proposal dated February 7, 2023 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- 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 **twelve thousand eight hundred dollars (\$12,800.00)**, payable 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 Engineering 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:

*S & M E, Inc.  
360D Quality Circle NW, Suite 450  
Huntsville, AL 35806*

**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 \_\_\_\_\_, 2023.

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

**S&ME, Inc.  
Consultant**

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

Printed: \_\_\_\_\_

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

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

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

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

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

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



February 7, 2023

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

Attention: Ms. Michelle Dunson

Reference: **Topographic Survey Update Proposal  
 Balch Road**

**Neldabrook Way to Gillespie Road**

Madison County, Alabama  
 S&ME Proposal No. 23820024

Dear Ms. Dunson:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for land surveying services for the referenced project. This formal proposal is based on your email dated January 26, 2023. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

This proposal is intended solely for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

## ◆ Project Information

We understand our services encompass an area as shown on the attached Topographic Survey Scope Map. The area is generally the full right-of-way of Balch Road from Neldabrook Way on the south to the new traffic circle at Gillespie Road on the north. S&ME has previously completed a topographic map of this area and this project is intended to update that survey.

### Task 1.1: Topographic Survey

Land Survey services will adhere to the Standards of Practice for Surveying in the State of Alabama as established by Alabama.

A Topographic Survey will be conducted for the above stated limits with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model) of the project. The topographic survey shall include: The location, dimensions, and material (as appropriate) of any physical improvements within the project limits including concrete, pavement, driveways, utilities, drainage structures & pipes, walls, fences, signs, buildings, and mailboxes. Ground elevations are to be obtained on a 25-foot interval grid. Additional ground elevations will be located when determined necessary. Surrounding roadways will also be located and shall include pavement markings, curb & gutter, crown & edge of pavement, and top & toe of slopes. Aboveground Utility locations will be



acquired from field observations. If requested, Ground Penetrating Radar (GPR) will be utilized by others, and all painted/marked underground utilities will be field located. City, county or private As-Builts & GIS (Geographic Information Systems) may also be used to help determine the location of utilities within the project limits, if such instruments are available. The Horizontal and Vertical Control and Map of Topographic survey will be provided in Plant Grid coordinates (if provided) and NAD Alabama 83 East State Plane coordinates.

### ◆ Fee

Our professional fees for the above-described services will be invoiced as per the attached fee schedule. Excluded in the below fees are reimbursable expenses incurred on the Project's behalf, including mileage, travel reimbursements expenses, printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, express mail and/or courier services. Applications, capacity, and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to S&ME outside of the expenses contained in this proposal. S&ME will bill monthly for all work performed and expenses incurred on the Project's behalf. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

**Estimated topographic survey Cost: \$12,800**

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

### ◆ Client Responsibilities

Provide access or arrange access to the project site for the field activities.

Notify the landowner, if different than client, of the proposed scope of services.

### ◆ Assumptions

Our services can be performed during normal business hours (8:00 AM – 5:00 PM, Monday through Friday).

We will have unimpeded access to all portions of the site.

### ◆ Exclusions

- Tree surveyed locations within the project limits.
- Delineated Jurisdictional Wetlands will not be located by an environmental scientist.
- Subcontractor will not be utilized to locate underground utilities.
- ALTA/ACSM Land Title Survey or Boundary Survey(s)



◆ **Authorization**

\_\_\_\_\_ Professional Services Agreement – Surveyor Engineer – Survey Agreement (\_\_\_\_\_) executed on \_\_\_\_\_, by both S&ME, Inc. and \_\_\_\_\_ is attached and incorporated as a part of this proposal. Please sign below acknowledging this proposal and return to our office as your authorization of this proposed scope of services and the associated fees.

Any changes or modifications to the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this project number and revised proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated agreement for services listed above and hereby accept both as written.

**AGREED BY:**

<b>Name</b>	<b>Date</b>
<b>Title</b>	<b>Company</b>



**Topographic Survey Update Proposal**  
**Neldabrook Way to Gillespie Road**  
Madison County, Alabama  
S&ME Proposal No. 23820024

◆ **Closure**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

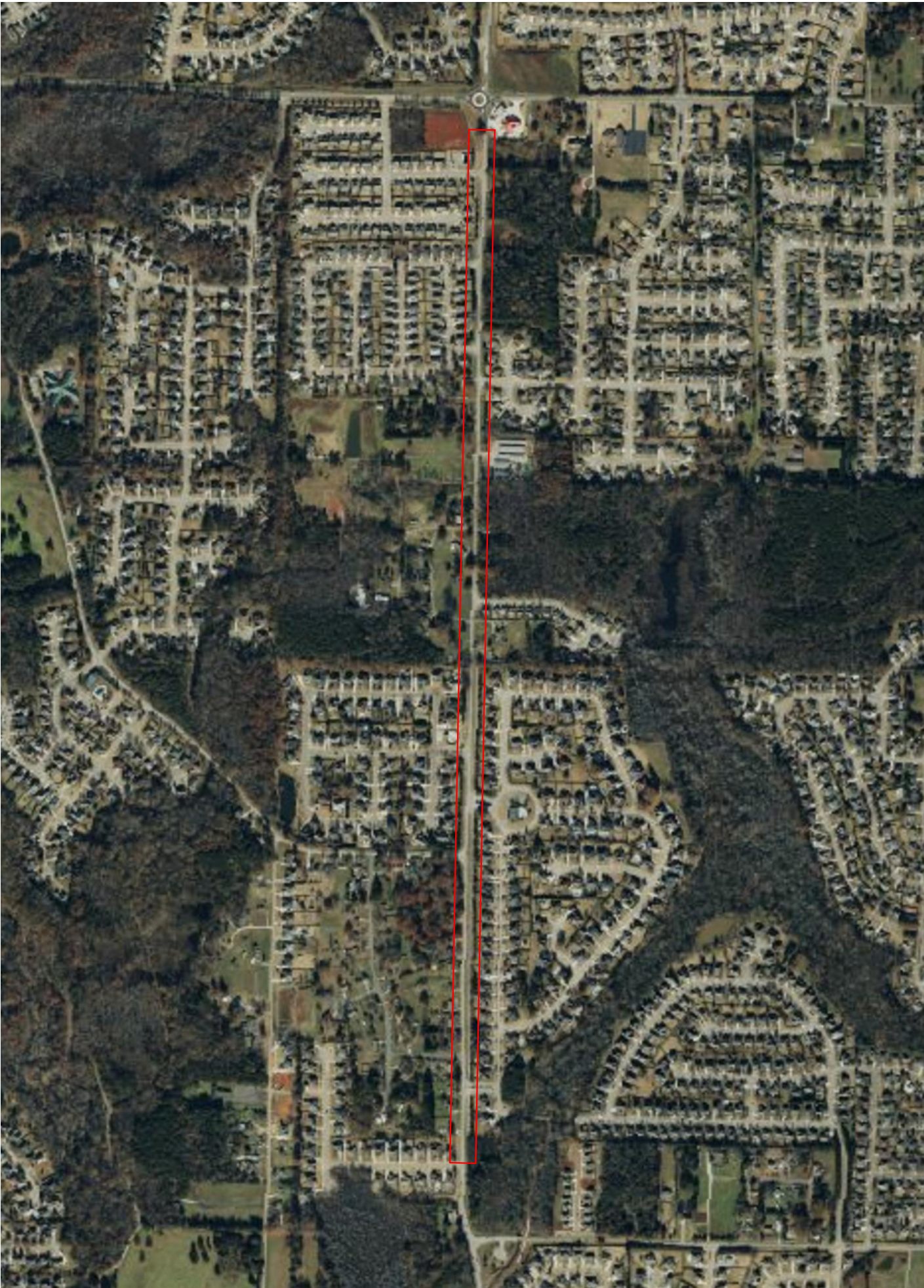
**S&ME, Inc.**

Roy Earl Morriss  
Geomatics Project Manager

Anthony K Cain  
Geomatics Operations Manager

Attachments:            Site Map  
                                 AS-071  
                                 2023 Standard Rate Schedule








**AGREEMENT FOR SERVICES**

Form AS-071

Date: February 8, 2023	Job Number: 23820024
S&ME, Inc. (hereafter Consultant)	Client Name: City of Madison (hereafter Client)
Address: 360D Quality Circle NW Suite 450 City: Huntsville State: AL                                  Zip: 35806	Address: 100 Hughes Road City: Madison State: AL                                  Zip:
Telephone: 256-837-8882 Fax:	Telephone: Fax:
<b>PROJECT</b>	
Project Name: Balch Road Topographic Survey Update Project location: (Street Address) Balch Road City: Madison                                  State: AL                                  Zip: 35758	
<b>SERVICES TO BE RENDERED</b>	
Proposal Number: 23820024                                  dated: February 08, 2023                                  is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.  
  
By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE**: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
  - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
  - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
  - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
  - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
  - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
  - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
  - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.**

**CLIENT:** City of Madison

**S&ME, Inc.**

**BY:** \_\_\_\_\_  
(Signature)

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name / Title)

\_\_\_\_\_  
(Print Name / Title)

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSAL NUMBER:** 23820024

**Client's FAXED or DIGITAL signature to be treated as original signature**





## SCHEDULE OF HOURLY RATES 2023

<b><u>Classification</u></b>	<b><u>Hourly Rates</u></b>
Professional Land Surveyor	\$ 175.00
One Man Survey Crew	\$ 150.00
Two Man Survey Crew	\$ 165.00
Three Man Survey Crew	\$ 200.00
Survey Manager	\$ 110.00
Cadd Tech	\$ 90.00
Administrative	\$ 75.00
Hotel	\$ 96.00/Night
Meals	\$ 55.00/Day per person
Mileage	\$ 0.64/Mile

**RESOLUTION NO. 2023-114-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SAIN ASSOCIATES, INC.**

**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 SAIN Associates Inc. for legal description preparation and surveying services on Browns Ferry box culvert replacement, 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 SAIN Associates, Inc. in a total amount not to exceed Four Thousand Seven Hundred Fifty-Five dollars (\$4,755.00) to be paid from the Engineering Department’s budget.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of March 2023.

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

**ATTEST:**

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

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

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

**City of Madison, Alabama**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Sain Associates, located at 5021 Technology Dr. NW, Suite B2, Huntsville, AL 35805, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought services for legal description preparation and surveying services on the Browns Ferry Road culvert box replacement; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: legal description preparation and surveying services on the Browns Ferry Road culvert box replacement, said services to be administered according to Consultant’s proposal dated March 7, , 2023 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- 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 **four thousand seven hundred fifty-five dollars (\$4,755.00)**, payable 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 Engineering 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:

*Sain Associates  
5021 Technology Drive. NW, Suite B2  
Huntsville, AL 35805*

**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 \_\_\_\_\_, 2023.

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

**Sain Associates  
Consultant**

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

Printed: \_\_\_\_\_

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

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

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

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

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

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



March 9, 2023

5021 Technology Drive NW  
Suite B2  
Huntsville, Alabama 35805  
Telephone: (205) 940-6420  
www.sain.com

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

**SUBJECT: Proposal for Right of Way Surveying Services for Replacement Box Culvert on Browns Ferry Road Sain Project No. 22-0197**

Dear Mr. Johnson:

We are pleased to submit this proposal for surveying services for the replacement of the box culvert on Brownsferry Road. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees. We appreciate the opportunity to again work with the City of Madison.

**SCOPE OF SERVICES**

**Right of Way Surveying**

Sain will Provide Tract Sketches and legal descriptions of acquired right of way along Brownsferry Road. Along the North side of Brownsferry Road, beginning at approximately station 11+30 and ending at station 17+70 with varying widths. Along the South side of Brownsferry Road beginning at approximately station 12+50 and ending at approximately station 14+50. The actual limits along Brownsferry Road required for improvements, will be determined Engineering needs for design purposes. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama.

**Fees**

We propose to provide the described services based on the following fee schedule:

<u>Right of Way Surveying (Lump Sum)</u> .....	\$ 4,755
<b>Total Estimated Fee</b> .....	<b>\$ 4,755</b>

*Reimbursable expenses such as mileage, printing, shipping, plan/permit application fees, etc. are excluded in the above fees and will be passed along to you at our cost plus a 10%.*

**Procedures for Changes in Scope of Work**

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional

Browns Ferry Culvert Replacement-  
Right of Way Surveying  
City of Madison  
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meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our sub-consultants without your authorization.

### **Terms and Conditions**

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

### **Proposal Limitations**

We reserve the right to revise this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience, and we have invested in this pursuit as you have. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal.

### **Schedule**

We can begin our services within 5 business days after we have received this fully executed agreement from the owner submittal.

### **Labor Rates**

The attached rates are good for the duration of the contract and/or until all specified work described in the "Scope of Services" has been satisfied.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.  
Sincerely,

SAIN ASSOCIATES, INC.

Brett Wiseman, PE  
Senior Project Manager  
Alabama License No. 23333

Enclosures:  
Sain Associates Terms and Conditions (2022)

Browns Ferry Culvert Replacement-  
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**OFFERED:**

SAIN ASSOCIATES, INC.  
BY: Harry M. Wilson, PE  
Alabama License No. 15665

A handwritten signature in blue ink that reads "Harry Wilson". The signature is written over a horizontal line.

Signature of Authorized Representative

Date: March 9, 2023

Browns Ferry Culvert Replacement-  
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## SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

**Rates:**

Principal .....	\$210.00 - \$300.00 per Hour
Engineer/Planner.....	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional .....	\$130.00 - \$150.00 per Hour
Designer .....	\$95.00 - \$140.00 per Hour
Surveyor .....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person) .....	\$110.00 per Hour
Survey Crew (1-Person + Robot) .....	\$165.00 per Hour
Survey Crew (2-Person) .....	\$190.00 per Hour
Survey Crew (3-Person) .....	\$240.00 per Hour
Survey Per Diem.....	\$170.00 per person per Night
Administrative Support.....	\$65.00 - \$98.00 per Hour

**Reimbursable Expenses**

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

**Payment**

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

**Standard of Care**

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**Responsibility of the Client**

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

**Reliance on Information Provided by Others**

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

**Schedules, Budgets and Estimates or Opinions of Cost**

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

**Approvals**

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

**Site Visits/Jobsite Safety/Construction Phase Services**

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Browns Ferry Culvert Replacement-  
Right of Way Surveying  
City of Madison  
Page 5



## SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

### Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

### Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

### Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

### Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

### Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

### Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.





## SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

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### **Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

### **Third Parties**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

### **Consequential Damages Waiver**

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

### **Conflicting or Inconsistent Terms/Severability**

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023

**RESOLUTION NO. 2023-115-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH TTL, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with TTL, Inc., to evaluate sidewalk installation along Mill Road from Bradford Creek Trailhead to County Line Rd, 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; 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 TTL, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of March 2023.

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

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and TTL, Inc., located at 6767 Old Madison Pike #404, Huntsville AL 35806, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought to evaluate sidewalk installation along Mill Road from Bradford Creek Trailhead to County Line Rd; and

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

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

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: to evaluate sidewalk installation along Mill Road from Bradford Creek Trailhead to County Line Rd, said services to be administered according to Consultant’s proposal dated March 8, 2023 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- 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 **forty thousand seven hundred dollars (\$40,700.00)**, payable 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 Engineering 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:

*Brian E. Wysock, P.E.  
TTL, Inc.  
6767 Old Madison Pike #404  
Huntsville, AL 35806*

**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 \_\_\_\_\_, 2023.

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

**TTL, Inc.  
Consultant**

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

Printed: \_\_\_\_\_

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

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

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

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

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

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



6767 Old Madison Pike #404  
Huntsville, AL 35806  
256.384.6768  
[www.TTLUSA.com](http://www.TTLUSA.com)

March 8, 2023

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attn: Ms. E. Michelle Dunson, P.E. CFM (michelle.dunson@madisonal.gov)  
Deputy City Engineer

**RE: Proposal for Engineering Design Services**  
**Mill Road Sidewalk – County Line Road to Bradford Creek**  
**Madison, Madison County, Alabama**  
**TTL Proposal Number: 000230500680.00 (Revision No. 1)**

Dear Ms. Dunson:

TTL, Inc. (TTL), is pleased to provide this revised proposal for professional services for the above-referenced project to the City of Madison (City). We have prepared this proposal to outline our understanding of the project, our proposed scope-of-services, our proposed schedule and fee, and to establish a contractual agreement for the authorized services.

## PROJECT INFORMATION

Project information was provided by Michelle Dunson and Michael Johnson, with the City of Madison during a phone conversation with Brian Wysock, Charles Olige, and Matthew Brown with TTL on March 1, 2023. TTL understands that the City is exploring the possibility of installing sidewalks on the north and south sides of Mill Road, east of County Line Road. The City has requested TTL's assistance in evaluating feasibility, alternatives, and opinions of probable costs for the following sidewalk sections:

- North Side of Mill Road - The proposed sidewalk on the north side of Mill Road would connect the existing sidewalk on County Line Road to the Bradford Creek Greenway trail, located about 2,225 feet east.
- South Side of Mill Road Between County Line Road and Withers Junction – This proposed sidewalk on the south side of Mill Road would connect the existing sidewalk on County Line Road to Withers Junction, at the entrance to the Cedar Springs Station subdivision, located about 1,050 feet east.
- South Side of Mill Road Between Withers Junction and a New Midblock Crossing - This proposed sidewalk would extend east from Withers Junction to a yet-to-be-determined point to the east, where a new midblock crossing and crosswalk would connect to the sidewalk on the north side of Mill Road.

The following sections present our proposed scope of services to evaluate these options, provide preliminary designs, and develop an opinion of probable construction costs for each alternative.

## **SCOPE OF SERVICES**

The scope of services provided herein shall be performed by or under the direct supervision of a professional engineer licensed in the State of Alabama. Specific phases are as follows:

### **Phase 100 – Topographic Survey**

TTL will conduct a topographic survey of the project corridor. The limits of the survey will generally be 30 feet north and south of the edge of pavement on Mill Road, from County Line Road to the existing Bradford Creek Greenway parking area. Survey limits will also include existing intersections where sidewalk connections are anticipated. The survey will be performed using the Alabama State Plane Coordinate System, AL East. Our land survey services will adhere to the Minimum Standard Detail Requirement listed in the Alabama Standards of Practice for Land Surveying.

Specific tasks to be completed are:

- A. Data collection of physical location of existing surface infrastructure
- B. Produce base map and digital model of the project site, representing existing conditions and ground topography. Contours will be shown at 1-foot intervals.
- C. Research available property deeds and right-of-way documentation to develop existing right-of-way limits and parcel map. Visible physical evidence of property boundaries will be located, but no property boundary surveys are proposed.
- D. Coordinate with known utility owners to map the approximate location of existing utilities. Location data will be collected on visible, aboveground utility infrastructure. Subsurface utility lines will be shown to the extent practical based on information provided by the City and local utility providers. No subsurface physical location is proposed, with the exception of accessible sanitary sewer manholes and storm castings.
- E. Establish up to four (4) permanent benchmarks within the anticipated project corridor.

No deliverables are anticipated for this phase.

### **Phase 200 - Engineering Design Services**

TTL will provide conceptual analysis and preliminary (30%) design for the aforementioned sidewalk alternatives. The preliminary designs will be used to assist in developing opinions of probable construction costs for each alternative. Our services will include the following:

- A. Preliminary geometric design of ADA-accessible sidewalks
- B. Development of horizontal and vertical alignments. Proposed contours will be shown at 1-foot intervals
- C. Preliminary (30%) stormwater drainage design
- D. Evaluation of crossing locations east of Withers Junction
- E. Evaluation of additional ROW/easements required for each alternative and estimate of associated cost
- F. Evaluation of utility conflicts and possible relocations
- G. Up to two meetings with City personnel to review design and construction cost information.

- H. Produce Construction Drawings (30% complete), consisting of (approximate number of sheets):
  - a. Cover (1)
  - b. Typical Sections (1)
  - c. Present Layout (3)
  - d. Proposed Layout (3)

Deliverables for this task include a digital copy (PDF) and up to five (5) full-size (22” x 34”) hard copies of the 30% construction drawings. Deliverables also include a digital (PDF) copy of the engineering cost estimate for each proposed sidewalk section.

**EXCLUSIONS**

Please note this proposal does not include any of the following services due to the variable nature of this scope of services. Some of these services may be required and a proposal for these services can be provided upon the final determination of the scope of services:

- Detailed design and preparation of construction documents
- Structural design (retaining walls or bridge structures)
- Geotechnical exploration or design
- Environmental studies
- Detailed traffic studies
- Lighting/Photometric, landscape, or irrigation design.

Services not specifically listed as a part of this scope of services can be performed on an hourly basis or under a separate proposal and contract as requested.

**SCHEDULE**

Based on our understanding of the project, we can begin fieldwork within two weeks of issuance of a formal authorization to proceed. We expect the topographic survey to take approximately three to four weeks to complete. We anticipate our preliminary design services can be completed within about eight weeks following completion of the field survey.

**COMPENSATION**

We propose to perform the Scope of Services outlined in this proposal for the following lump sum fees:

Phase 100 Topographic Survey (Lump Sum)	\$14,900
Phase 200 Engineering Design (Lump Sum)	<u>\$30,800</u>
<b>Total</b>	<b>\$40,700</b>

The scope of services outlined in this proposal is limited to the activities as described herein. Invoices will be submitted to the City monthly on a percent complete basis.



## AUTHORIZATION

If this proposal for professional services meets with your approval, please authorize and return a signed copy of the attached Professional Services Agreement (PSA).

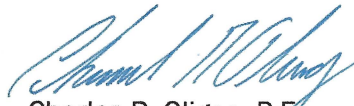
## CLOSING

TTL appreciates the opportunity to provide professional services on this important project. If you have questions or need additional information, please contact our office at your convenience.

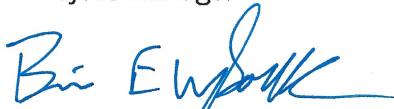
Sincerely,  
TTL, Inc.



Matthew Brown, P.E.  
Project Manager



Charles R. Olgee, P.E.  
Senior Engineer



Brian E. Wysock, P.E.  
Regional Manager

Attachment:  
*TTL Professional Services Agreement*



## PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 00230500680.00 PROJECT NAME: Mill Road Sidewalk-County Line Rd to Bradford Creek

This Agreement made and entered into on March 8, 2023 by and between TTL, Inc., hereinafter called "Consultant" and City of Madison, Alabama hereinafter called "Client" is for the services described under this Agreement.

By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on \_\_\_\_\_.

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.  
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.





## PROFESSIONAL SERVICES AGREEMENT

- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall





## PROFESSIONAL SERVICES AGREEMENT

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.



### PROFESSIONAL SERVICES AGREEMENT

- 23. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
- 24. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
- 25. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.**

**CLIENT**

ENTITY NAME: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY AND STATE: \_\_\_\_\_  
 OFFICE PHONE: \_\_\_\_\_  
 CELL PHONE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

SIGNED: \_\_\_\_\_

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

**CONSULTANT**

ENTITY NAME: TTL, Inc.  
 CONTACT NAME: Charles R. Olige  
 TITLE: Senior Engineer  
 ADDRESS: 6767 Old Madison Pike, #404  
 CITY, STATE, ZIP: Huntsville, AL 35806  
 OFFICE PHONE: 256-384-6768  
 CELL PHONE: 256-682-5544  
 EMAIL: charles.olige@ttlusa.com

SIGNED: \_\_\_\_\_

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

**ORDINANCE NO. 2023-120**

**AN ORDINANCE AMENDING SECTION 16-81 OF THE CODE OF  
ORDINANCES, CITY OF MADISON, ALABAMA, RELATING TO  
PAYMENT OF REGULAR, CONTINUING, MONTHLY  
WARRANTS, CLAIMS, DEMANDS, STATEMENTS AND  
AUTHORIZED REQUISITIONS.**

**BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, as follows:

**Section 1.** That Section 16-81 of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed, and in lieu of and in substitution therefore the following Section 16-81 is hereby adopted:

**Sec. 16-81. Payment of regular, continuing, monthly warrants, claims, demands, statements, and authorized requisitions.**

The finance director, or the finance director's designee, is hereby authorized to pay warrants, claims, demands, statements, and requisitions prior to submission to the council finance committee provided that:

- (1) The item presented for payment falls within a line item of an approved and adopted city budget or continuing budget resolution;
- (2) The item presented for payment falls within a contract approved by vote of city council;
- (3) The item presented for payment is a regular, continuing or monthly obligation, limited to payroll obligations, utility bills, bond or note payments, lease or installment payments and registrations.
- (4) Prior to payment the finance director's designee shall carefully itemize, examine, audit and approve each such payment;
- (5) Prior to payment the approval of the mayor or such person as may be designated by the mayor shall first have been inscribed upon the voucher for the payment of which a warrant is drawn; and
- (6) The finance director shall cause to have prepared a report of all payments made under the procedure set forth in this section for presentation to the council finance committee prior to the then next regular meeting of the city council after the payment shall have been made.

**Section 2. Severability** If any clause, phrase, sentence, paragraph, or provision of this Ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**Section 3. Effective Date** This Ordinance shall be effective upon its adoption and publication according to law.

READ, PASSED, AND ADOPTED THIS \_\_\_\_\_ DAY OF April, 2023.

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

ATTEST:

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

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

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

**ORDINANCE NO. 2023-121**

**AMENDING SECTION 16-82 OF THE *CODE OF ORDINANCES, CITY OF MADISON, ALABAMA*, RELATING TO APPROVAL BY COUNCIL FINANCE COMMITTEE REQUIRED FOR PAYMENT OF ALL WARRANTS, CLAIMS, DEMANDS, STATEMENTS AND REQUISITIONS NOT OTHERWISE AUTHORIZED TO BE PAID.**

**BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, as follows:

**Section 1.** That Section 16-82 of the *Code of Ordinances, City of Madison, Alabama*, is hereby repealed, and in lieu of and in substitution therefore the following Section 16-82 is hereby adopted:

**Sec. 16-82. Approval by council finance committee required for payment of all warrants, claims, demands, statements, and requisitions not otherwise authorized to be paid.**

- (a) Any warrants, claims, demands, statements, and requisitions presented to or made against the city, the payment of which is not authorized pursuant to section 16-81 prior to payment, first shall be carefully itemized, examined, audited, and approved by the finance director and approved by the mayor, whose authorization shall be inscribed upon the voucher from the payment of which a warrant is drawn.
- (b) After approval by the finance director and mayor as provided in subsection (a) of this section, all requests for payment warrants, claims, demands, statements, and requisitions subject to approval under this section shall be submitted to the council finance committee by the finance director.
- (c) The council finance committee, or at least one member thereof, shall review requests for payment of claims, demands, warrants, statements, and requisitions presented to it prior to regular or special meetings of the city council and shall make its report concerning such requests to the council after which council approval may be voted."

**Section 2. Severability** If any clause, phrase, sentence, paragraph, or provision of this Ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**Section 3. Effective Date** This Ordinance shall be effective upon its adoption and publication according to law.

**READ, PASSED, AND ADOPTED THIS \_\_\_\_ DAY OF APRIL 2023.**

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

**ATTEST:**

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

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

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

**RESOLUTION NO. 2023-127-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ALABAMA ASSOCIATION OF FIRE CHIEFS FOR MUTUAL AID DURING LARGE FIRE EVENTS**

**WHEREAS**, the City of Madison Fire Department seeks to enter a mutual agreement with other local fire departments to provide assistance to the City during large events occurring within the City; and

**WHEREAS**, although nonbinding, this is a state-wide compact that would help various fire departments needing additional assistance, including the City of Madison, in the event they suffer a large fire event; and Fire Department; and

**WHEREAS**, the City of Madison Fire Department seeks to join this agreement to insure that the City has adequate resources available from outside fire departments to handle any potential large fire event within the City of Madison;

**BE IT RESOLVED** that the Mayor is authorized and directed to execute on behalf of the City an agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as "Alabama Association of Fire Chiefs Mutual Aid Consortium Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of March 2023.

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

**ATTEST:**

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

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

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

# ALABAMA ASSOCIATION OF FIRE CHIEFS MUTUAL AID CONSORTIUM AGREEMENT

## I. PURPOSE

This Agreement is intended to provide an understanding between and among public fire protection agencies of Alabama in the provision and reception of resources, equipment, and personnel for response to natural or man-made disasters, acts of war or unrest, or other emergencies requiring outside assistance.

## II. AUTHORITIES

Pursuant to §11-43-140 et seq. of the Code of Alabama, 1975, the governing body of a city or town may enter into agreements to provide aid beyond their corporate limits.

Pursuant to §11-89-1 et seq. of the Code of Alabama, 1975, the board of a recognized fire district may enter into agreements as may be necessary to accomplish the purpose of the fire district, including providing and receiving aid.

## III. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings, except as otherwise expressly provided or unless the context otherwise requires:

- a. "Board" means board of directors of a fire protection district, or corporate or tribal organization providing public fire protection, as defined and applicable according to the Code of Alabama, 1975, or applicable Federal law.
- b. "Emergency requiring outside assistance" means an event or incident that in the subjective opinion of the local fire chief or other Authority Having Jurisdiction (AHJ) exceeds the capabilities or resources locally available.
- c. "Fire Chief" means the appointed and recognized Chief of the fire department based upon the subjective procedures of the local governing body or board, or his or her expressed designee.
- d. "Fire Department" means any fire department, fire district, or emergency response provider recognized by the Alabama Fire College



and Personnel Standards Commission, or recognized by the Alabama Forestry Commission. This includes any emergency public safety response organization associated with federally recognized Indian tribes located within the State.

- e. "Governing Body" means a county, city, or town council, mayor, or commission as defined and applicable according to the Code of Alabama, 1975. Or any other board, group or body having authority over a fire department as defined above.
- f. "Mutual Aid Member" means any fire department whose governing body or board has ratified this agreement.

**IV. SCOPE**

This Alabama Association of Fire Chiefs (AAFC) Mutual Aid Consortium (MAC) Agreement includes all Alabama fire departments who have ratified this agreement pursuant to Section VII of this document.

**V. LIMITATIONS**

Ratification of this Agreement in no way creates, expresses, or implies a duty or responsibility that a fire department must provide aid upon request.

**VI. AGREEMENT**

There shall be a MAC Board of Directors consisting of a chairperson and 8 Regional Directors. The AAFC President will appoint a MAC Chairperson from the AAFC membership. The AAFC President shall determine the qualifications required for a MAC Director. Each regional division of the AAFC will appoint 2 members meeting the qualifications set forth by the AAFC President, to serve as a MAC Director. All Directors shall serve on a volunteer, unpaid basis, and terms running concurrently with the AAFC President, unless otherwise removed by a majority of the AAFC Board of Directors.

The MAC Directors will develop and maintain the AAFC Mutual Aid Rules and Procedures (Rules and Procedures) for presentation to the AAFC Board of Directors as needed. The Rules and Procedures will set forth the process of requesting aid, reporting and documenting available assets and personnel, and other processes as may be necessary for effective mutual aid preparation and deployment. The Rules and

Procedures will be approved by the AAFC Board of Directors and promulgated to all Mutual Aid Members.

Mutual Aid Member departments agree to provide reports on available assets and resources on an annual basis as provided by the Rules and Procedures.

Mutual Aid Member departments agree that the Fire Chief of the jurisdiction requesting assistance shall be the sole judge of determining when an event or incident meets the parameters of an emergency requiring outside assistance, the level and amount of assistance needed, if any, and from whom the assistance is requested.

Mutual Aid Member departments agree that the Fire Chief of the jurisdiction receiving a request for assistance has the responsibility of determining, pursuant to the policy and circumstances of his/her jurisdiction at that time, the level and amount of assistance that can be provided to the requesting jurisdiction.

Mutual Aid Member departments agree that the Fire Chief receiving a request for assistance shall promptly notify the Fire Chief requesting assistance what, if any, resources are available for assistance.

Mutual Aid Member departments agree that a recognized Incident Command System shall be used on any event or incident where mutual aid is being provided.

Mutual Aid Member departments agree that during mutual aid operations, any resources or personnel providing aid from an outside jurisdiction will be under the direction and command of the Fire Chief requesting aid.

Mutual Aid Member departments agree that resources, including equipment and personnel, in transit to or from a mutual aid operation but not under the direction and control of the Fire Chief receiving aid, are under the direction and control of the Fire Chief providing aid.

To the extent provided by law, including those in accordance with § 31-9-16 and § 11-89-15 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each Member Mutual Aid department to this agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms of this Agreement.

Mutual Aid Member departments agree to indemnify and hold harmless any other party to this Agreement from any liability, losses, and damages incurred as a result of performance pursuant to this agreement, except to the extent that the indemnified party is determined, absent this agreement, to have legal liability and responsibility for such liability, losses, or damages. For purposes of this paragraph, the term “losses or damages” includes, but is not limited to, any and all costs associated with a legal defense including investigation, attorney fees, and other reasonable expenses in connection with any claim or lawsuit.

Mutual Aid Member departments agree to provide for the payment of compensation, medical, or death benefits of its employees who sustain injury or death while providing aid to a jurisdiction other than that of his/her employer in the same manner and on the same terms as if the injury or death occurred in his/her regular course of employment.

Mutual Aid Member departments agree that any costs incurred in the performance of this agreement, including, but not limited to, compensation, insurance, or otherwise associated with the providing of mutual aid resources, equipment, or personnel, are the responsibility of the fire department providing the resources, equipment, or personnel subject to any negotiated reimbursements provided by the lawful authority of federal, state, or local authority.

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Participation in this Agreement and providing aid to or requesting aid from a Mutual Aid Member shall be done for a public and governmental purpose and no term or provision of this Agreement is intended or shall be construed to waive immunity granted the parties by the Code of Alabama, 1975, or any other rule of law or provision, statute, ordinance, or regulation having the force and effect of law.

If any provision or term of this Agreement, or the application of the Agreement to any party or entity, is found to be invalid or otherwise unenforceable, the remainder of this Agreement, or the application of the Agreement to remaining parties or entities, shall not be affected thereby.

**VII. RATIFICATION**

This Agreement shall become binding and effective when it shall have been approved by resolution or ordinance of the Governing Body or Board overseeing a Fire Department and a signed copy of such resolution or ordinance has been transmitted to the AAFC. An example resolution is provided in Appendix I.

This Agreement may be terminated at any time by providing 30-day written notice to the AAFC from the Governing Body or Board.

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

**Attest:**

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

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

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

**STATE OF ALABAMA §**

**§**

**COUNTY OF MADISON §**

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

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

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



# City of Madison

## Job Description

Title: Administrative Planning & Bidding Coordinator Department Planning

Exempt/Nonexempt: N Pay Grade 10 Reports to: Director, Planning

New Position  Position Change  Effective Date 03-27-2023

Subordinate Staff None

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

The Administrative Planning & Bidding Coordinator primarily provides administrative support to the Planning Department Head, completing various high-level projects, processes and tasks assigned by the Department Head. In addition, this position coordinates the bid process for purchases of goods and services, as well as for capital projects for all City departments. The work requires a high level of confidentiality, sensitivity, and good judgment.

Responsibilities also include working budget planning, preparation of various documentation, development of reports and publications, performance of research and analysis, drafting and distribution of various types of correspondence, scheduling and facilitation of departmental events and meetings, facilitation of internal and external contacts and follow-up, preparation of minutes, or any other tasks to assist the Department Head with duties and priorities. All work is assigned at the discretion and direction of the Department Head and performed under general supervision.

### **Essential Functions/Major Responsibilities:**

- Provides administrative support to the Department Head.
- Provides departmental clerical support including typing, filing, mail processing, scheduling, meeting coordination, record keeping, and travel and lodging coordination.
- Performs other various projects for the Director and summarizes and reports on status.
- Maintains various spreadsheets and databases of development contacts, and other data for the Director.
- Maintains varied, technical, and complex records associated with Department functions. Maintains central filing system for the Department. Must maintain hard and electronic file integrity of all historical departmental policies, contracts, decisions, actions, and practices, including permanent records and other records with legal retention requirements.
- Supports the Director with the tracking and processing of land use development applications, zoning issues, and other permits, applications and inquiries, and other similar processes.
- Supports the Department Head with budgeting, accounts payable, accounts receivable, preparation of various documents, reports and other administrative processes.

- Responsible for composition of a variety of correspondence, public communications, and interaction with employees, customers, agencies, vendors and other City department staff and Department Heads.
- Receives and responds to public and customer requests via phone, email, and at the Planning counter.
- Serves as Department Timekeeper; reviews, maintains, and processes Department staff personnel records to include training documents, timecards, requests for leave and other personnel related records, forms, and applications.
- Generates and manages all purchase orders in support of the Department following accounting/purchasing guidelines established by Finance and maintains complete set of account records to track expenditures and balances for the department and maintains and accounts for inventory of all departmental equipment, vehicles, and all other capital improvement items.
- Maintains and edits the department portion of the City website, as required.
- Tracks and distributes city and property marketing materials to new businesses.
- Documents, coordinates, and distributes inquiries and complaints to the appropriate staff or department.
- Supports department in serving boards and commissions including Planning Commission, Zoning Board of Adjustments and Appeals, Historic Preservation Commission, Industrial Development Board, and other boards, as assigned. May be asked to attend one night meeting per month to take minutes.
- Coordinates with the Legal Department on the bid process and documentation.
- Schedules, coordinates, and assists with pre-bid meetings, as well as bid opening dates, times, and locations.
- Prepares and submits advertisements for bids in accordance with appropriate bid law.
- Prepares bid documents based on bid type and specifications supplied by requesting department.
- Coordinates the preparation and submission of bid invitations to appropriate vendors.
- Utilizes ProcureWare software, or equivalent, for bid document distribution, pre-bid questions and responses, and maintenance of vendor database.
- Receives sealed bid proposals for all scheduled bids.
- Oversees the distribution of bid submittals to requesting departments.
- Oversees the notification process to provide bid results to successful and unsuccessful bidders.
- Demonstrates continuous effort to improve operations, make recommendations for streamlining work processes, increasing efficiency, and work cooperatively and jointly with staff and the public to provide seamless and effective customer service.
- Responds to a variety of departmental and public requests for information relative to assigned function; provides requested information or services when authorized or refers requests to the appropriate staff or department.
- Orders supplies and performs other administrative duties as assigned by the Director.
- Operates various department related computers, software, and equipment.
- Answers telephone, forwards calls, takes and distributes messages.

### **Secondary Functions:**

- Picks up and delivers documents from other city offices.
- Keeps track of Department vehicle maintenance and fueling.

**Job Scope:**

- Establishes priorities for own workload based on need for immediate action, work objectives and schedules.
- Works under pressure and processes a high volume of paperwork and interaction.
- Position requires multi-tasking and ability to continually be interrupted and start-again with a high degree of detail and accuracy.
- Strong attention to detail required due to work with permanent records and management of varying retention requirements.
- Utilizes effective time management techniques to process large volumes of work and other contacts and ensures follow-up.
- Decisions are made within general policy constraints but often require independent research and decision-making.
- May innovate or recommend to the Department Head, process changes in interest of efficiency and effectiveness.

**Supervisory Responsibility:**

- None

**Interpersonal Contacts:**

- Must communicate professionally and effectively with the public, applicants, commercial brokers, potential businesses, vendors, contractors, and other city employees on a daily basis.
- Must work closely with Director with a high level of discretion with highly confidential and sensitive information at times.
- Must be punctual, dependable, and responsible to the department and Director.
- Must effectively work with Planning Department team and team members from other departments.

**Specific Job Skills:**

- Demonstrated ability to work with confidential and highly sensitive information and ability to be discrete and protect confidential documents and information in a busy work area.
- Demonstrated strong computer skills (including Word, Excel, Power Point, Databases, Desktop Publishing software, etc.) required.
- Demonstrated ability to process a high volume of records with a high degree of accuracy and attention to detail.
- Strong complex filing skills. Demonstrated knowledge of principles and practices of office management and file management (both electronic and hardcopy).
- Demonstrated strong team skills.
- Demonstrated strong research skills.
- Ability to take minutes, and type and present in proper format.
- Strong time management, project management and prioritization skills, and ability to multi-task with multiple interruptions.
- Strong communication skills to communicate professionally and effectively with the public and potential business prospects by telephone, in person and in writing.
- Ability to follow instructions and to work independently with minimal supervision.
- Prioritization, organization, scheduling, and follow-up skills required.



- Ability to produce written documents with clearly organized thoughts using proper English sentence structure, punctuation, and grammar.
- Ability to make mathematical calculations rapidly and accurately.
- Demonstrated time management skills and initiative (to stay productive during all work hours).
- Must be a self-starter and able to stay on task.
- Skill in dealing with difficult customers under stressful conditions.
- Ability to remain calm and organized under stress.
- Demonstrated ability to maintain professional appearance and decorum.
- Demonstrated ability to take instruction and direction.

### **Education and/or Experience:**

- A high school diploma is required with additional education or extensive practical experience in office practices and computer applications preferred, and some college-work related to duties preferred.
- Minimum five years of experience coordinating and processing bid documents.
- Direct customer service experience in commercial real estate, business development, or economic development field highly preferred.
- Knowledge of principles and procedures used in maintaining and controlling a complex filing system.
- Experience of reporting to a mid-level manager or executive preferred.
- Microsoft Word, Excel, desktop publishing skills, Outlook, and electronic filing skills required.
- Strong work history of customer related work, dependability, and performance.
- Current driver's license for city related errands.

### **Job Conditions:**

- Must be able to attend evening meetings and work a non-standard schedule, as required.
- Must be able to work occasional overtime and flexible hours, at times with little notice.
- Ability to consistently demonstrate a high level of judgment and discretion required for maintaining confidential and sensitive information.
- Strong background record required, due to accessibility to department staff and city records and data, and frequent interaction with public.
- Job requires flexibility in administrative work assigned.
- Must maintain a strong driving record for city-insurance purposes, and record may be periodically checked by the city.
- Must be able to work productively with frequent interruptions.
- Must maintain professional personal demeanor, appearance, and work area to maintain professionalism in greeting the public as the departmental representative.

**Physical Capabilities:**

- Ability to work on computer for extended periods of time.
- Ability to work flexible, long hours, and evenings for meetings and support.
- Mobility in order to handle boxes of documents, operate various office equipment, and perform a high volume of filing.
- Ability to communicate verbally and orally with public in person, over the telephone and in written media.
- Ability to multi-task.
- Ability to hear well enough to take minutes in a prompt manner.

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Mayor Approval Date

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Department Head Approval Date



## City of Madison

### Job Description

Title Senior Dispatcher Department Police  
 Exempt/Nonexempt N Pay Grade 9 Reports to Communications Supervisor  
 New Position X Position Change X Effective Date 03-20-2023  
 Subordinate Staff Dispatchers

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

#### **General Position Summary:**

The position of Senior Dispatcher reports directly to the Communications Supervisor. Senior Dispatchers assist the Communications Supervisor with the supervision and training of shift dispatchers, and they perform the duties and requirements of the Police Dispatcher position. They are leaders who must have the ability to motivate people to perform at optimum levels. A Senior Dispatcher is a Communications Training Officer (CTO) and evaluates the performance of personnel with the intent of identifying and seeking to improve performance throughout the training process. In the absence of the Communications Supervisor, the Senior Dispatcher oversees the Unit, and as such, exercises control over the administrative duties of the Unit.

#### **Essential Functions/Major Responsibilities:**

- Assists and monitors subordinates in performing their duties and responsibilities.
- Trains dispatchers in all areas of responsibilities and processes.
- Evaluates and recommends training of personnel.
- Performs duties and requirements of the Police Dispatcher position.
- Assists with interviewing and selecting new employees when requested.
- Monitors dispatchers for compliance with rules and regulations.
- Participates in the development and implementation of procedures.
- Assists in completing employee annual performance evaluations when requested.
- Monitors daily operation of equipment.

#### **Secondary Functions:**

- Performs Communications Supervisor's duties in his/her absence.
- Perform other duties as assigned.

**Job Scope:**

- Performs duties under the direction of the Communications Supervisor.

**Supervisory Responsibility:**

- Communications personnel.

**Interpersonal Contacts:**

- Interacts with fellow workers, police, and fire personnel via radio/phone, 911 center agency representatives, and citizens via telephone.

**Specific Job Skills:**

- Knowledge of the methods and procedures for operating the communications system.
- Knowledge of federal and state regulations governing radio transmissions.
- Knowledge of geography of the city.
- Knowledge of police and fire procedures, laws, and ordinances.
- Ability to type a minimum of 35 wpm.
- Skill in computer applications using industry standard software (i.e., RMS, CAD etc.)
- Skill in maintaining effective interpersonal working relationships.
- Skill in communicating information of a complex nature effectively and concisely with department personnel, subordinates, as well as other public and private parties on a continuous basis using highly developed oral and written skills.
- Ability to complete tasks and assignments under general direction independent of direct supervision.
- Ability to assist, train and supervise work of entry level dispatchers.

**Managerial Skills:**

- Knowledge of supervisory principles and their application.
- Skill at hiring, training, appraising, coaching, counseling, and disciplining personnel.
- Understanding of personnel policies and practices and ability to coach employees in these areas.
- Leadership and staff motivation skills.
- Skill at gathering and evaluating input for decision-making.
- Project management, planning, organization, and prioritization skills.





## City of Madison

### Job Description

Title: MARS Lead Driver Department Recreation  
 Nonexempt \_\_\_\_\_ Pay Grade 6 Reports to Recreation Director  
 New Position  Position change \_\_\_\_\_ Effective Date 03-27-2023

Subordinate Staff: This position has direct supervision over Van Drivers of the Madison Assisted Ride System (referred to as MARS).

*The following information is designed to outline the functions and position requirements of the job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

#### **General Position Summary:**

This position is responsible for all duties associated with the day-to-day operations of the Recreation Madison Assisted Ride System, or MARS. Responsibilities include management of MARS administrative functions and the transportation of senior and disabled citizens.

#### **Essential Functions / Major Responsibilities:**

- Manages Van Drivers and transportation program for senior and disabled citizens.
- Trains, directs, assigns, supervises, evaluates, and disciplines personnel.
- Assists and monitors subordinates in performing their duties and responsibilities.
- Monitors and maintains the transportation software program for assigning riders to buses.
- Processes and approves applications for the transportation program.
- Completes the daily MARS manifest and assigns trips to the Van Drivers' schedules.
- Required to operate passenger transport vehicle in absence of Van Drivers.
- Operates 15-passenger modified vehicles equipped with wheelchair lifts and securement (locking) devices.
- Safely transports and assists riders who are elderly, handicapped, feeble, and/or wheelchair bound.
- Assists senior and/or disabled citizens with boarding and exiting vehicles to and/or from a building or residence door.
- Establishes good rapport with clients/citizens and acts in a courteous and confident manner.
- Maintains accurate records of which clients are transported daily, mileage, and other required records.
- Projects a positive image of the City and its facilities at all times.

#### **Secondary Functions:**

- Provides backup support/coverage to all positions in the Recreation Department as needed.
- Communicates between clients and Van Drivers when a situation arises.
- Communicates with Huntsville Transportation to address and resolve scheduling conflicts.

- Informs the public about the MARS program and its transportation guidelines for participation.

### **Job Scope:**

- Performs duties with little direction given, operating from established schedule and instructions.
- Makes decisions within general department policy constraints, but occasionally exercises independent decision making.
- Assigns work in terms of general instructions and spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.
- Makes real-time judgements of operational needs to make necessary adjustments and applies program and City policies and other applicable guidelines to solve problems.

### **Supervisory Responsibility:**

- This position has direct supervision over Van Drivers.

### **Interpersonal Contacts:**

- Must work well with Senior Citizens and/or disabled clients. Must be able to cope with mental and emotional stress related to persons who are ill, disabled, elderly, and/or emotionally upset.
- Must work well with City staff, as well as MARS-related management and administrative personnel.
- Must maintain good relationships with the general public, as well as Madison residents and businesses, in order to provide program information and services.

### **Specific Job Skills:**

- Strong computer skills, including Microsoft Office (Word, Excel, PowerPoint, Outlook) and Internet.
- Thorough knowledge of personnel policies and practices.
- Ability to communicate information and needs to public officials, general public, professional contacts, other workers, employees, and supervisor.
- Skill in writing instructions, letters, memos, schedules, and various other documents.
- Skill in dealing with people under stressful conditions.
- Skill in math to complete quotes, prepare invoices, develop schedules, order supplies and equipment, and prepare budget.
- Ability to safely operate vans and other vehicles, whether automatic or standard transmission, to transport patrons to various locations.
- Skill at managing scheduling and leave issues.
- Skill at hiring, training, appraising, coaching, counseling, and disciplining personnel.
- Skill at gathering and evaluating input for decision-making.
- Skill at managing relationships between subordinates and other personnel in other departments.
- Skill at project management, planning, organization, and prioritization.

### **Education and/or Experience:**

- High school diploma required, with additional education in supervision, office practices, and computer applications preferred, and some college work related to duties preferred.
- Experience in general office/clerical duties, to include use of computers with various software, invoicing, setting up databases, answering phones, communicating with the general public, etc.
- An excellent driving background is required, and a current and valid Commercial Driver's License is preferred.
- Experience in the operation of a passenger transport vehicle, with experience operating vehicles to transport senior or disabled passengers preferred.
- Reading skills to understand written instructions.
- Strong work history of dependability and performance.
- Strong background record required, due to accessibility to employee and city property, citizens, and patrons.

### **Job Conditions:**

- Normal office working conditions.
- Must be prepared for normal driving/road conditions with the possibility of driving in unfavorable, severe weather such as high winds and wet roads.
- May require occasional overtime and work on weekends.
- May be required to attend evening meetings, such as council meetings.
- Must be able to work varying hours, extended hours, weekends and holidays, and at times with little or no notice.
- May require some travel for state association meetings, annual conference, workshops, seminars, etc.
- Must maintain valid driver's license with excellent driving record required.

### **Physical Capabilities:**

- Physical strength, ability, and mobility to perform all essential job functions with or without accommodation.
- Physical and mental capacity and ability to safely drive vehicle. Ability to get in and out of a vehicle freely, frequently, and quickly.
- Physical strength and ability to assist senior citizens into and out of vehicles.
- Ability to work sitting at a desk or table, or while intermittently sitting, standing, stopping, walking, bending, or crouching.
- Ability to work successfully in inclement weather, high-traffic areas, around moving vehicles, and high noise areas.
- Ability to perform recurring walking, standing, pushing, squatting, bending, crouching, stooping, reaching, stretching, crawling, and moderate lifting of 40-50 pounds.
- Ability to communicate verbally and orally with the public, subordinates, and coworkers.
- Must be able to drive and sit for long periods of time.





**RESOLUTION NO. 2023-122-R**

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

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

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Madison, Alabama, sitting in regular session on this 27th day of March 2023, that the following changes be made to the General Class Plan, to be effective the beginning of the pay period following adoption of the resolution:

**New Positions, General Classification Plan:**

- Administrative Planning & Bidding Coordinator (Planning Department)      Grade 10
- Senior Dispatcher (Madison Police Department)                                      Grade 9
- MARS Lead Driver (Parks & Recreation Department)                                      Grade 6

**READ, APPROVED, and ADOPTED** this 27th day of March 2023.

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

**ATTEST:**

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

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

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

**ORDINANCE NO. 2023-118**

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT  
LOCATED WITHIN 3 PARK PRESERVE SUBDIVISION**

**BE IT HEREBY FOUND AND ORDAINED** by the City Council of the City of Madison, Alabama, as follows:

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Tennessee Valley Communities, LLC, requesting the vacation of utility and drainage easement located within Common Area 1C and Lot 1 of the Final Plat of 3 Park Preserve Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF MADISON

PART OF AN EASEMENT LOCATED ON COMMON AREA 1C OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 130 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE SOUTH 31 DEGREES 11 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 37.24 FEET TO A POINT; THENCE SOUTH 31 DEGREES 20 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 39.26 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 11 DEGREES 32 MINUTES 13 SECONDS, HAVING A RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF SOUTH 52 DEGREES 44 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 5.03 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.88 FEET TO A POINT; THENCE ALONG A CURVE TO A RIGHT, HAVING A DELTA ANGLE OF 27 DEGREES 38 MINUTES 08 SECONDS, HAVING A RADIUS OF 21.48 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 32 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 10.26 FEET TO A POINT; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING;

CONTAINING 102 SQUARE FEET MORE OR LESS.

AND

PART OF AN EASEMENT LOCATED ON LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE

OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE 6.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 10.83 FEET TO A POINT; THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, HAVING A RADIUS OF 10.00 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 5.18 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 58 DEGREES 30 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 137 SQUARE FEET MORE OR LESS.

**SECTION 2.** That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

**SECTION 3.** Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easements in favor of **Tennessee Valley Communities, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

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

**ATTEST:**

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

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

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

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

<b>STATE OF ALABAMA</b>	<b>§</b>	<b><u>QUITCLAIM DEED</u></b>
	<b>§</b>	<b><u>(VACATION OF EASEMENT)</u></b>
<b>COUNTY OF MADISON</b>	<b>§</b>	<i>No title search requested and none prepared.</i>

**KNOW ALL MEN BY THESE PRESENTS THAT**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Tennessee Valley Communities, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA  
 COUNTY OF MADISON

PART OF AN EASEMENT LOCATED ON COMMON AREA 1C OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 130 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE SOUTH 31 DEGREES 11 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 37.24 FEET TO A POINT; THENCE SOUTH 31 DEGREES 20 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 39.26 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 11 DEGREES 32 MINUTES 13 SECONDS, HAVING A RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF SOUTH 52 DEGREES 44 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 5.03 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.88 FEET TO A POINT; THENCE ALONG A CURVE TO A RIGHT, HAVING A DELTA ANGLE OF 27 DEGREES 38 MINUTES 08 SECONDS, HAVING A RADIUS OF 21.48 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 32 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 10.26 FEET TO A POINT; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING;

CONTAINING 102 SQUARE FEET MORE OR LESS.

AND

PART OF AN EASEMENT LOCATED ON LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*Quitclaim Deed  
 Willow Creek Subdivision, U&D VOE  
 Page 1 of 3*

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE 6.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 10.83 FEET TO A POINT; THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, HAVING A RADIUS OF 10.00 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 5.18 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 58 DEGREES 30 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 137 SQUARE FEET MORE OR LESS.

**TO HAVE AND TO HOLD** to said Grantee, its heirs, successors, and assigns forever.

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of April 2023.

City of Madison, Alabama,  
a municipal corporation

Attest:

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

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

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

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

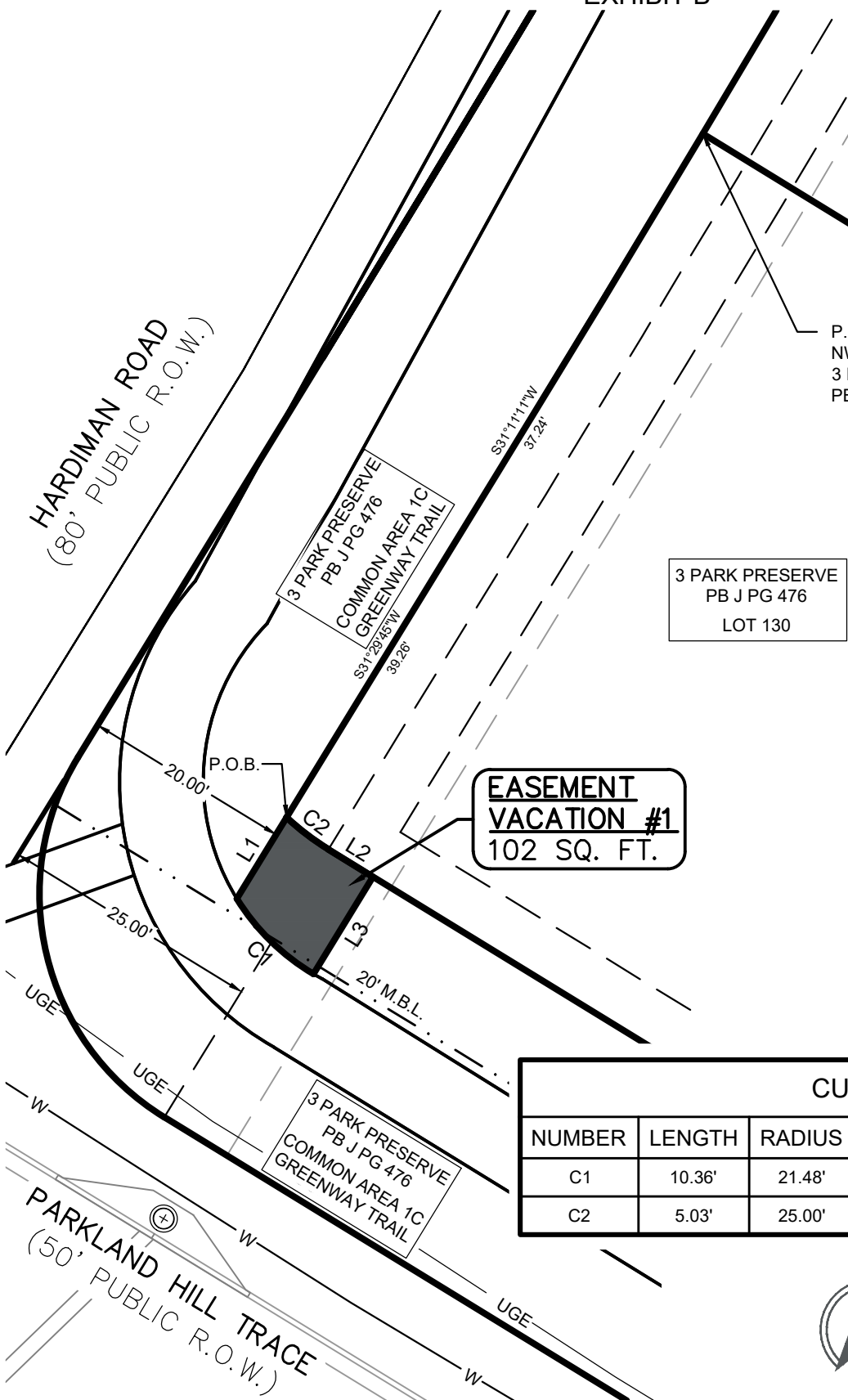
Given under my hand this the \_\_\_\_ day of April 2023.

*Quitclaim Deed*  
*3 Park Preserve Subdivision, U&D VOE*  
*Page 2 of 3*

---

Notary Public

EXHIBIT B



3 PARK PRESERVE  
PB J PG 476  
LOT 129

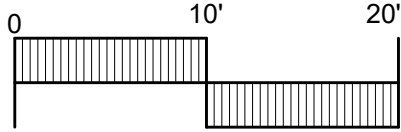
P.O.C.  
NW CORNER OF LOT 130 OF  
3 PARK PRESERVE  
PB J PG 476-477

3 PARK PRESERVE  
PB J PG 476  
LOT 130

**EASEMENT  
VACATION #1**  
102 SQ. FT.

LINE TABLE		
NUMBER	LENGTH	DIRECTION
L1	9.08'	N 31°29'45" E
L2	5.00'	S 58°30'15" E
L3	10.88'	S 31°29'45" W

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	10.36'	21.48'	27°38'08"	10.26'	N 45°32'02" W
C2	5.03'	25.00'	11°32'13"	5.03'	S 52°44'08" E

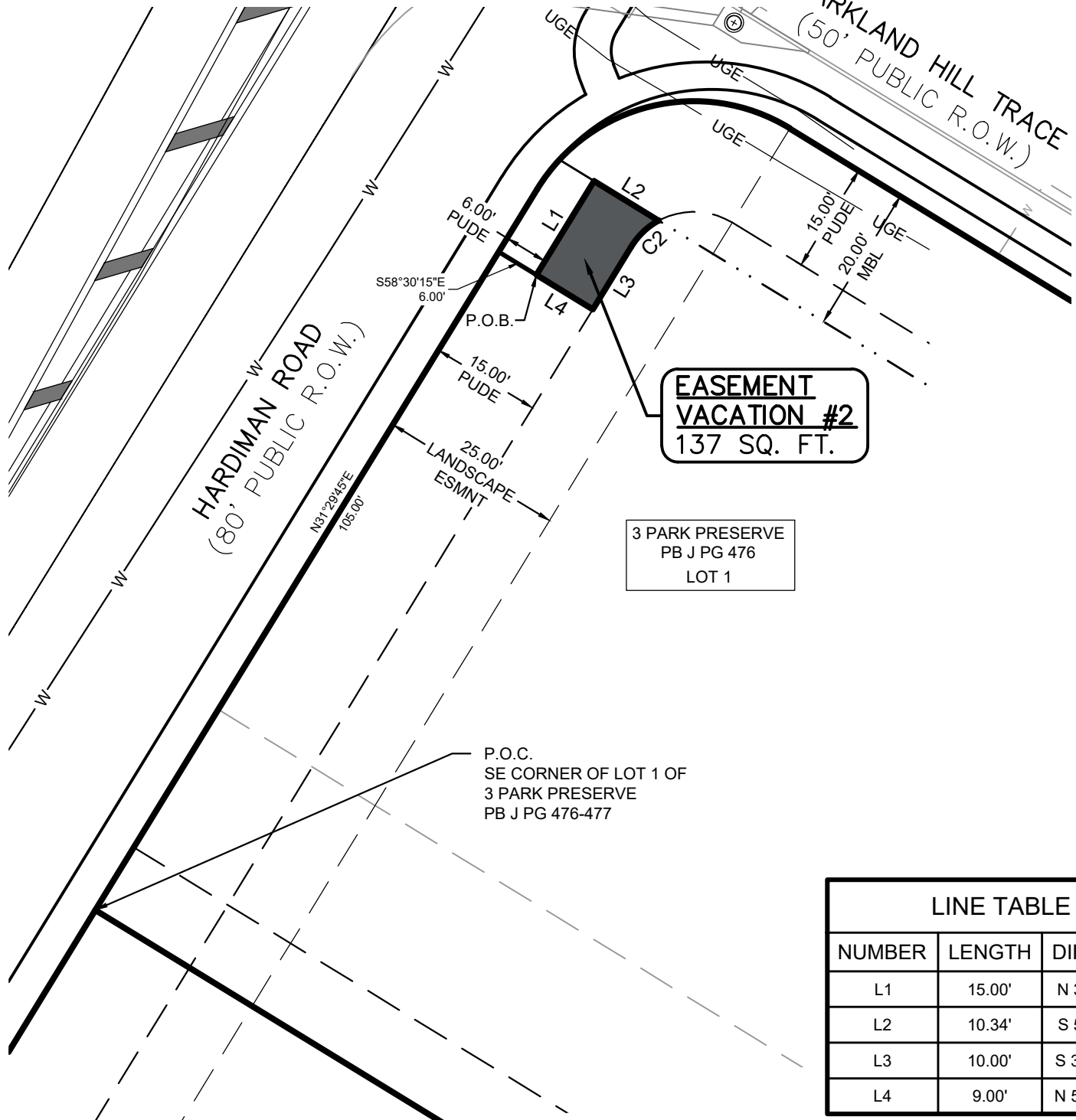


DRAWN BY: ANB/JCB  
FIELD CREW: ZJ  
FIELD DATE: 02/24/23  
OFFICE DATE: 03/07/23  
CHECKED BY: ASM  
SHEET: 2 OF 3  
JOB NO: 18-103

EASEMENT VACATION #1 EXHIBIT  
**3 PARK PRESERVE PB J PG 476**  
**COMMON AREA 1C/GREENWAY TRAIL**  
CITY OF MADISON, ALABAMA  
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST



EXHIBIT C



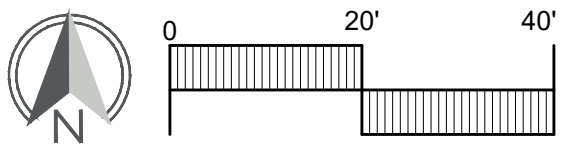
**EASEMENT VACATION #2**  
137 SQ. FT.

3 PARK PRESERVE  
PB J PG 476  
LOT 1

P.O.C.  
SE CORNER OF LOT 1 OF  
3 PARK PRESERVE  
PB J PG 476-477

LINE TABLE		
NUMBER	LENGTH	DIRECTION
L1	15.00'	N 31°29'45" E
L2	10.34'	S 58°30'15" E
L3	10.00'	S 31°29'45" W
L4	9.00'	N 58°30'15" W

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C2	5.24'	10.00'	30°00'00"	5.18'	S 46°29'45" W



DRAWN BY: ANB/JCB  
FIELD CREW: ZJ  
FIELD DATE: 02/24/23  
OFFICE DATE: 03/07/23  
CHECKED BY: ASM  
SHEET: 3 OF 3  
JOB NO: 18-103

EASEMENT VACATION #2 EXHIBIT  
**3 PARK PRESERVE PB J PG 476**  
**LOT 1**  
CITY OF MADISON, ALABAMA  
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST

**ORDINANCE NO. 2023-123**

**AN ORDINANCE DECLARING PROPERTY LOCATED SOUTH OF POWELL ROAD  
SURPLUS AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO  
HERITAGE HILLS OWNERS ASSOCIATION, INC.**

**WHEREAS**, on March 16, 2022, the City of Madison adopted a Memorandum of Agreement with Heritage Hills Owners Association, Inc. (herein "the HOA") whereby the City agreed to accept a donation of 3.62 +/- acres of Property located south of Powell Road for the establishment of a greenway near the HOA (herein "the Property"); and

**WHEREAS**, on March 18, 2022, said Property was conveyed to the City; and

**WHEREAS**, the March 18, 2022 conveyance of Property included Common Area 1A and Common Area 1B, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County and more specifically described by the attached Deed and EXHIBIT A: Legal Description; and

**WHEREAS**, the City has determined that Common Area 1A and Common Area 1B of the Property were erroneously conveyed to the City of Madison; and

**WHEREAS**, the City seeks to correct the scrivener's' error by conveying Common Area 1A ad Common Area 1B of the Property to the HOA; and

**WHEREAS**, the exchange of the Property serves a public purpose;

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

**SECTION 1.** That it is hereby established and declared that the real Property, which is described below and more specifically described within the attached Deed and Exhibit A, is no longer needed for public or municipal purposes and is hereby declared surplus:

*Common Area 1A and Common Area 1B according to the Final Plat for Heritage Hills-Phase I, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County, Alabama.*

**SECTION 2.** That the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Madison, Alabama, all documents necessary to effectuate such conveyance.

**READ, PASSED, AND ADOPTED** this 10th day of April, 2023.

---

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

**ATTEST:**

---

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

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

---

*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA        )  
  :  
COUNTY OF LIMESTONE    )

**KNOW ALL MEN BY THESE PRESENT:** That the undersigned, **CITY OF MADISON, a municipal corporation in the State of Alabama** (“Grantor”) whose address is 100 Hughes Road, Madison, Alabama 35758, as Grantor to **HERITAGE HILLS OWNERS ASSOCIATION, INC., an Alabama non-profit corporation** (“Grantee”), the receipt of which is hereby acknowledged, the undersigned Grantor does hereby give, grant, bargain, sell and convey unto the said Grantee, the following described real estate, lying and being in the County of Limestone, State of Alabama, to-wit:

That certain real property being LOT 1A, containing a detention pond, and LOT 1B, including a sign, more particularly described as **Exhibit “A”** attached hereto.

**TO HAVE AND TO HOLD THE** above-described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining, unto the said **GRANTEE** and unto his heirs and assigns forever. Said property being subject, however to ad valorem taxes due October 1, 2023; and further excepting any restrictions and easements pertaining to the above-described property of record in the Probate Office of Limestone County, Alabama.

This deed is executed without warranty or representation of any kind, express or implied, except that there are no liens or encumbrances outstanding against the property hereby conveyed which were created or suffered by the undersigned Grantor.

**IN WITNESS WHEREOF, GRANTOR,** has caused this instrument to be executed by **Paul Finley**, as Mayor of the City of Madison, Alabama on this the 28th day of March, 2023.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THE CITY OF MADISON, ALABAMA, a municipal corporation,

By: Paul Finley  
Its: Mayor

STATE OF ALABAMA )  
                                  :  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, \_\_\_\_\_ whose is a authorized representative of **HERITAGE HILLS OWNERS ASSOCIATION, INC.**, an Alabama non-profit corporation 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, she, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

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

This instrument prepared by:

Brian Kilgore  
City Attorney  
City of Madison  
100 Hughes Road  
Madison, Alabama 35758  
256-774-4404

**EXHIBIT A**

Common Area I A according to the Final Plat for Heritage Hills - Phase I, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County, Alabama.

Being also described as:

TRACT F  
STATE OF ALABAMA:  
LIMESTONE COUNTY;

A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 E ST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11. THEN SOUTH 87 DEGREES 45 MINUTES 27 SECONDS WEST, 484.05 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 50 DEGREES 03 MINUTES 30 SECONDS EAST A DISTANCE OF 120.50 FEET TO A POINT;

THEN SOUTH 05 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 52.79 FEET TO A POINT;

THEN SOUTH 00 DEGREES 35 MINUTES 26 SECONDS EAST A DISTANCE OF 66.78 FEET TO A POINT;

THEN SOUTH 40 DEGREES 06 MINUTES 39 SECONDS EAST A DISTANCE OF 100.47 FEET TO A POINT;

THEN SOUTH 74 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 312.81 FEET TO A POINT;

THEN NORTH 49 DEGREES 39 MINUTES 21 SECONDS WEST A DISTANCE OF 163.19 FEET TO A POINT;

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 160.00 FEET AND A DELTA ANGLE OF 50 DEGREES 52 MINUTES 47 SECONDS, A DISTANCE OF 142.08 FEET (A CHORD BEARING AND DISTANCE OF NORTH 24 DEGREES 12 MINUTES 57 SECONDS WEST, 137.46 FEET) TO A POINT;

THEN NORTH 01 DEGREES 13 MINUTES 26 SECONDS EAST A DISTANCE OF 99.30 FEET TO A POINT;

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 89 DEGREES 58 MINUTES 37 SECONDS, A DISTANCE OF 39.26 FEET (A CHORD BEARING AND DISTANCE OF NORTH 46 DEGREES 12 MINUTES 45 SECONDS EAST, 35.35 FEET) TO A POINT;

THEN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST A DISTANCE OF 258.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.69 ACRES MORE OR LESS.

Common Area I B according to the Final Plat for Heritage Hills - Phase I, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County, Alabama.

Being also described as:

TRACT A  
STATE OF ALABAMA:  
LIMESTONE COUNTY:

A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11. THEN SOUTH 89 DEGREES 18 MINUTES 05 SECONDS WEST, 877.06 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST A DISTANCE OF 4.99 FEET TO A POINT;

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 90 DEGREES 01 MINUTES 23 SECONDS, A DISTANCE OF 39.28 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 43 DEGREES 47 MINUTES 15 SECONDS EAST, 35.36 FEET) TO A POINT;

THEN SOUTH 00 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 74.43 FEET TO A POINT;

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 26.60 FEET AND A DELTA ANGLE OF 77 DEGREES 17 MINUTES 21 SECONDS, A DISTANCE OF 35.89 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 33 MINUTES 38 SECONDS WEST, 33.23 FEET) TO A POINT;

THEN SOUTH 83 DEGREES 47 MINUTES 05 SECONDS WEST A DISTANCE OF 6.75 FEET TO A POINT;

THENCE WITH A CURVE A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 270.00 FEET AND A DELTA ANGLE OF 08 DEGREES 41 MINUTES 19 SECONDS, A DISTANCE OF 40.94 FEET (A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 07 MINUTES 13 SECONDS WEST, 40.91 FEET) TO A POINT;

THEN NORTH 01 DEGREES 13 MINUTES 26 SECONDS EAST A DISTANCE OF 85.58 FEET TO A POINT;

TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES MORE OR LESS.

**PROPOSED ORDINANCE NO. 2023-085**

**AN ORDINANCE REGULATING WRECKER SERVICES AND TOWING OPERATIONS**

**BE IT ORDAINED** by the City Council of the City of Madison, Alabama, as follows a new Article X of the Code of Ordinances of the City of Madison is hereby established and adopted and added into Chapter 22 of the City Code, which is entitled Regulation of Wrecker Services and Towing Operations, as follows:

**Section 22-253. Intent.**

It is the intent of the city council to establish standards and regulations for any and all persons and/or entities engaged in the towing of vehicles so that such towing operations are conducted in such a manner as to promote the public health, welfare, and safety of the individual and collective quality of life for Madison residents.

**Section 22-254. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means the operator of a wrecker service who, after being advised of the requirements and regulations for participation therein, makes known his/her desire to voluntarily participate in the city's rotation roster by making application for the same.

*Chief or police chief* shall refer to the chief of the city police department or his/her designee.

*City* means the City of Madison.

*Department* means the city police department.

*Disabled vehicle* means any vehicle which has lost its ability of self-propulsion or its ability to be transported or drawn on a public street by normal methods other than by a wrecker.

*Fire extinguisher* shall mean a portable device used for extinguishing fires as defined by the National Board of Fire Underwriters, dry chemical extinguisher with either a 5- or 10-B.C. rating and underwriters laboratory approval in a quick release carrier which is capable of extinguishing fires.



*Large wreckers* shall be classified as any of the following types of wreckers: Tandem dual wheel or tandem rear end wreckers, or twin booms with factory rated or tested lifting capacity of 12.5 tons or over per drum and per winch and per winch line, with dual drum capacity, hydraulic or power take-off driven, and shall be equipped with dual rear twin-screw axles, and shall be equipped with quick air couplings for towing vehicles with air brakes, and shall be utilized to tow any vehicle having a gross vehicle weight exceeding 10,000 pounds, or any vehicle having dual rear axles or any tractor-trailer combination. The wrecker company shall provide documentation of lifting capacity from the factory or qualified testing facility.

*Motor vehicle* shall mean every vehicle which is self-propelled.

*Owner* means any person who holds a legal title to a motor vehicle or who has the legal right of possession thereof.

*Person* means any individual, partnership or association, syndicate, company, firm, trust, corporation, department, bureau, agency, business, bank, or any entity recognized by law.

*Place of business* shall mean the place where the wrecker company conducts business and is licensed pursuant to municipal law.

*Police officer* means any duly sworn law enforcement officer employed by the city.

*Rotation roster* means the rotation list of wrecker companies available for request by private individuals as prepared and used as provided in the execution of this chapter.

*Street* means a thoroughfare including public streets, lanes, alleys, etc., within the city and its police jurisdiction which is reserved for vehicle traffic.

*Tow* shall mean to remove motor vehicles from one location to another location, for any purpose

*Vehicle* shall mean every device in or by which any person or property is or may be transported or drawn upon a public street, except devices moved only by human power, or used exclusively upon stationary rails or tracks, and shall include trailers and semi-trailers.

*Wrecker* shall mean any motor vehicle used for the purpose of towing or removing motor vehicles from one location to another location, for any purpose.

*Wrecker business* shall mean the act of towing or removing motor vehicles from one location to another location, for any reason, where either the beginning or ending location is within the city. This definition shall not include situations whereby a business owns or leases wreckers for the sole purpose of towing other vehicles owned or leased by the business.

*Wrecker company* shall mean any person engaged in the wrecker business.

*Wrecker operator* means any person who drives or otherwise uses a wrecker for wrecker business as defined herein.

**Section 22-255. Wreckers declared not to be emergency vehicles**

It is hereby declared and determined that wreckers and large wreckers are not emergency vehicles and shall comply with all laws and ordinances relating to motor vehicles.

**Section 22-256. Business license and vehicle inspection permits required**

No person shall engage in the wrecker business or operate wreckers on the streets within the city without first obtaining a license to do business from the City, and without first obtaining a vehicle inspection permit for each wrecker to be operated, in accordance with this chapter to be issued by the police department on an annual basis.

**Section 22-257. Liability**

Each wrecker operator doing business in the city who moves or otherwise makes contact with any vehicle to be towed assumes liability for injury to persons, property damage, fire, theft, or any other acts of negligence stemming from the towing process.

**Section 22-258. Vehicle Inspection**

At any time, the city may inspect the operations of any licensed wrecker company and/or wrecker business to ensure that the business is operating in accordance with the requirements set forth by these Ordinances.

**Section 22-259. Records.**

- (a) Each operator shall maintain accurate records reflecting all wrecker services performed pursuant to his/her participation on the rotation roster. All information printed on the records shall be legible. Each record of wrecker service, and/or tow ticket, shall be

sequentially numbered, and include the pre-printed name, address and phone number of the wrecker company, as well as the following information:

- (1) The date and time the operator was contacted and requested to perform the service;
- (2) The name of the person requesting the service;
- (3) The location of the vehicle;
- (4) A description of the towed vehicle, including license tag and identification number;
- (5) The owner or operator of the vehicle, if known;
- (6) Itemized list of all service charges and fees;
- (7) The name of the wrecker operator; and
- (8) The final disposition of the vehicle;
- (9) Any related police accident, incident, arrest, event, or miscellaneous identification numbers.

Regardless of method of payment, each customer shall be given a written receipt containing the above required information, and a copy of same shall be maintained by the wrecker company for all wrecker services provided.

- (b) All records required herein must be available immediately upon request so long as the request is made between the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday for inspection by the chief or other city representatives. Advanced notice of an inspection by the chief or other city representative shall not be required.
- (c) The operator shall maintain the aforementioned records for the current calendar year and the preceding calendar year.
- (d) A record of all abandoned motor vehicles is to be maintained by the wrecker operator and any abandoned motor vehicle sold or disposed of by the operator shall be so sold or disposed of in accordance with Code of Ala. 1975, §§ 32-13-1 et seq., as may be amended.
- (e) The operator shall notify the Police Department of each and every vehicle that the operator may remove within two (2) hours of removing said vehicle and all operators

shall describe the vehicle to the Police Department with such specificity as necessary for the Department to may maintain an accurate log of each and every car so removed by an operator within the City of Madison.

**Section 22-260. Application and Conditions for Participation in City Wreck Rotation system**

- (a) *Written request for participation in the rotation system.* Each applicant desiring to be placed on the rotation roster shall file a written application with the police chief on a form furnished by the Police Department. A new applicant may file a written application at any time. Once an applicant has been accepted and placed on the rotation roster, applications for renewal shall be submitted in January of each year thereafter and shall adhere to all of the same terms and conditions as apply to new applicants. An applicant may request to discontinue participation in the rotation roster at any time.
- (b) *Equipment certification.* Each applicant shall certify that each wrecker to be utilized in service of the rotation roster meets or exceeds the following requirements at the time application is made:
- (1) For each regular haul wrecker, a conventional wrecker must be equipped with dollies rated for highway use and wheel lift or hydraulic operated tilting bed trucks, with one ton rated chassis or larger and equipped with a broom, which must have a minimum handle length of 30 inches, and shovel, two fully charged 10-B.C. rated fire extinguishers, and agents to remove oil spills from the roadway;
  - (2) The name of the company must be permanently affixed on each side of the wrecker in four inch high or larger letters and the address and telephone number in two inch high or larger letters;
  - (3) All safety equipment, horns, lights, flashers, amber lights, brakes, and other similar equipment must be operational.

- (c) *Copy of rules and regulations.* The chief will furnish each applicant with a copy of the rules and regulations pertaining to the operation of wreckers within the rotation system.
- (d) *Inspection of wreckers and equipment.* Prior to being placed on the rotation roster, the applicant shall present and make available for inspection by the chief all wreckers and equipment that are to be used by the applicant for the provision of wrecker services.
- (e) *Business license required.* Prior to being placed on the rotation roster, the applicant must furnish the chief with a copy of a current, valid business license issued by the city in the applicant's name, and prominently display said license in the applicant's principal place of business. To remain on the rotation roster, the wrecker company's city business license must remain current and valid.
- (f) *Certificate of insurance.* Each wrecker company participating on the rotation roster, from the time he/she moves or otherwise makes contact with any vehicle to be towed, assumes liability for injury to persons, damage to property, fires, or theft resulting from the operator's negligent acts or omissions. Therefore, prior to being placed on the rotation roster, the applicant shall furnish the chief with a certificate of insurance that indicates compliance with the following insurance guidelines:
  - (1) Submit a certificate of insurance naming the city as an additional insured and stating the city will be provided with 30 days' notice of any material change, cancellation or non-renewal. The certificate of insurance should also state that the coverages below are in force:

Minimum coverage and limits acceptable:

<i>a. Automobile dealers</i>	<i>Limits</i>
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or

Covering any auto (21) Owned autos (22)	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00
<i>b. Non dealers (repair operations or storage lots)</i>		
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or	
Covering: Owned autos (22) or specifically described auto (27)*	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

c. <i>Non dealers (no repair operations and no storage lots-wrecker service only)</i>		
Automobile or garage liability	\$100,000.00/300,000.00/100,000.00 limits, or	
Auto coverage: Any auto (1)(2), or limit specifically described autos (7)*	500,000.00 combined single owned autos	
Garage coverage: Owned autos (22) or specifically described autos (27)*		
Auto medical payments	1,000.00 per accident	
Uninsured motorists	20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

(g) *Valid License Plate.* Wreckers are required to maintain a current, valid license plate on each wrecker used in responding to rotation roster calls.

(h) *Authorization, placement on roster.* When the chief is satisfied that the applicant is qualified, he/she will place the applicant on the rotation roster and so notify the applicant.

**Section 22-261. Rates and charges**

(a) The maximum fees for wrecker services, including any credit card processing fees or overhead fees, charged by any wrecker service company on the rotation roster in regard to services provided as a result of rotation system dispatch shall not exceed, but may be less than, the following amounts per wrecker, unless otherwise indicated:

- (1) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,000 lbs. or less - \$175.00.
  - (2) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. —\$200.00.
  - (3) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00.
  - (4) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem: \$75.00 per trailer or vehicle attached in tandem.
  - (5) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem, when the tandem trailer or other vehicle exceeds 40 feet in length: \$75.00 per trailer or vehicle attached in tandem.
- (Note: Towing services provided hereunder include cleaning of debris from roadway, pickup and towing of vehicle to any destination within the city limits).
- (6) Oil dry: if less than one bag is needed for clean-up, this will be included in the tow. If one or more bags of clean up material is used, \$30.00 per bag.
  - (7) Righting: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. (For example, if righting a vehicle takes one hour and 38 minutes, the total charge would be  $\$75.00 + 50.00 = \$125.00$ ) If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
  - (8) Righting: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. —\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.



- (9) Righting: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.
- (10) Winching: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
- (11) Winching: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. —\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.
- (12) Winching: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.

(Note: For the purposes of this section, winching shall be defined as the removal of a vehicle, trailer, or other piece of equipment from a location inaccessible to a wrecker to a location where the object of removal may be safely secured and towed by the wrecker. Winching shall not include any incidental or routine winching necessary to load any

vehicle onto the wrecker. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely).

- (13) Righting or lifting vehicle by airbag, per pound lifted: \$0.035.
- (14) Forklift, backhoe, track hoe, and any other necessary recovery equipment services shall be at commercial rental rates plus ten percent per hour (not including operator).
- (15) No keys to vehicle: Included in towing services.
- (16) Passenger vehicle storage rates:
  - a. First day: \$30.00 (The first day ends at midnight on the day that the vehicle was towed)
  - b. Each day thereafter: \$30.00 (Beginning at midnight on the day after the vehicle was towed.)
- (17) Large haul storage rates: \$75.00 per day, per piece.
- (18) After-hours vehicle release, i.e, times other than Monday through Friday, 8:00 a.m. to 5:00 p.m.: \$35.00.
- (19) Tows to locations outside the city limits only:
  - a. Regular haul: The per mile rate shall be equal to the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.

- b. Large haul: The per mile rate shall be double the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.
- (20) Gate fee, including any fee to bring a vehicle from the storage lot to a vehicle owner, or allowing a vehicle owner to retrieve personal belongings or other items from a vehicle: 1<sup>st</sup> visit No charge, second and subsequent visits, \$35.00 per visit.
- (21) No fees incurred by the wrecker company to report or enter vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal may be charged if the vehicle is redeemed or returned to the owner or his designee within two calendar days. After two calendar days, no more than \$75.00 may be charged for fees associated with reporting or entering vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal.
- (22) The rates and charges as established herein do not relate to or regulate consensual wrecker services in which the vehicle's owner or operator expressly requests towing or wrecker services from a specific wrecker operator and chooses not to utilize the rotation roster system.

**Section 22-262. Suspension from Rotation Roster**

- (a) If a wrecker company fails to abide by the terms of this Chapter, it shall be subject to suspension from the City Wreck Rotation Roster until it becomes in compliance with the full requirements of this Chapter.
- (b) Any and all operators under contract with the City of Madison for the performance of wrecker and/or towing services that fail to comply with the full requirements of this Chapter may be found to be in breach of said contract and such breach may be grounds for the City to terminate any such contract.
- (c) Any complaints made against a Wrecker business, Wrecker company, and/or wrecker operator shall be made to the police chief or his/her subordinates. There shall be a complaint form that includes at a minimum: (1) The name of the wrecker/wrecker business/wrecker company and/or wrecker operator; (2) the date of the interaction with said wrecker, and (3) the surrounding facts that form the basis of said complaint.
- (d) All operators on a rotation roster and/or under contract with the city for wrecker services shall direct any owners of vehicles with complaints regarding the operator to the police department to log any such complaint with the operator.
- (e) The police chief and/or his/her subordinates are tasked with reviewing said complaints and determining whether any sanction should occur against said Wrecker business, Wrecker company or Wrecker Operator.
- (f) If a Wrecker Business, Company, or Operator has received numerous verified complaints against it for poor service or other improper business techniques, it is within the discretion of the police chief to determine whether a Wrecker business or Wrecker company should be suspended from the City Wreck Rotation Roster.
- (g) If the police chief determines that a suspension is in order for failure to abide by the terms of this Chapter, the following terms of suspension shall govern said suspensions:
  - a. First suspension: 30 days.
  - b. Second suspension: 60 days
  - c. Third suspension: 90 days

(h) If any further violations occur after three previous suspensions, the City shall have the right to permanently reject the Wrecker Company or Wrecker Business from the City Wreck Rotation Roster and/or pull the business license of said Wrecker Company or Wrecker Business.

**Section 22-263.** If any provision of this Ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of the code and such amendments and statutes are declared to be severable.

**Section 22-264.** No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

**Section 22-265.** That this ordinance shall become effective upon its adoption and proper publication as required by law.

**READ, PASSED AND ADOPTED** this 10<sup>th</sup> day of April 2023.

**ATTEST:**

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

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

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

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

**RESOLUTION NO. 2023-112-R**

**AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A CRISIS SERVICES OF NORTH ALABAMA PARTNERSHIP AGREEMENT FOR COMMUNITY COLLABORATIONS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Chief of Police is authorized and directed to execute on behalf of the City the Memorandum of Understanding ("MOU"), to work together to ensure that victims of domestic violence and sexual assault who report to law enforcement are provided information and referrals to Crisis Service North Alabama (CSNA) forensic and supportive services.

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of March 2023.

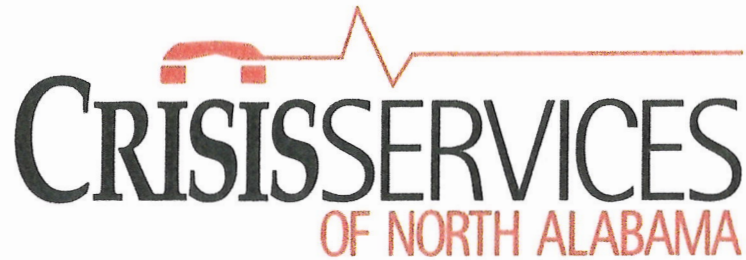
\_\_\_\_\_  
*Ranae Bartlett, Council President*  
City of Madison, Alabama

**ATTEST:**

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

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

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



## **Memorandum of Understanding: Partnership Agreement for Community Collaborations**

### **I. Introduction**

This Memorandum of Understanding (MOU) is designed to improve the response of the community to domestic violence and sexual assault and to send a consistent message that we, the undersigned, will work in partnership toward ending the occurrences of intimate partner violence and sexual assault in our community. The partners who participate in this MOU:

- Have a common goal of providing access for victims of intimate partner violence and sexual assault to services that enhance victim safety and respect the confidentiality of victim information. and
- Recognize that victim safety can be compromised by the failure to maintain confidentiality.
- Understand that information sharing may increase the effectiveness of services delivery and abuser accountability only when the victim is fully aware of the risks and benefits of sharing personal information and authorizes information sharing.
- Have various levels of confidentiality, obligations in regard to victim/service participant information, and the sharing of the information.

### **II. Definitions**

In this MOU, domestic violence is termed intimate partner violence and is defined as abuse or aggression that occurs in an intimate relationship. This includes current or former spouses or dating partners who may or may not have lived together.

This MOU defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

### **III. Primary Partner Agencies**

- Crisis Services of North Alabama (CSNA)
- Huntsville Police Department (HPD)
- Madison Police Department (MPD)
- Madison County Sheriff's Department (MCSD)
- Madison County Circuit Clerk
- Madison Municipal Court Clerk

#### **IV. Partner Roles and Responsibilities**

The partners in this MOU have created a multi-disciplinary partnership to provide access to intimate partner violence and sexual assault services that enhance victim safety and protect individual privacy. When there is a question about whether a certain approach should be taken in a given situation, the determining factor will be whether the proposed action will enhance victim safety and privacy.

##### ***Crisis Services of North Alabama (CSNA)***

*History:* CSNA has a long history of working in partnership with law enforcement and the Madison County Courts to ensure that victims of intimate partner violence and sexual assault receive safe, confidential services.

CSNA offers a 24-hour crisis line, HELPLine, to all victims who are in need of a compassionate response to their trauma. Through HELPLine, victims of intimate partner and sexual violence can contact CSNA for emergency assistance including access to shelter or forensic exams. HELPLine is accredited by the International Council of Helplines.

In addition to HELPLine, CSNA offers victims of intimate partner violence (IPV) services including safety planning, emergency shelter, adult and child counseling and support groups, case management, and personal and court advocacy. Intimate partner violence victims may also utilize CSNA's Forensic Nurse Examiner Program to have any injuries documented by trained forensic nurses. CSNA's Intimate Partner Violence Program complies with standards established by the Alabama Coalition Against Domestic Violence and Alabama Department of Economic and Community Affairs Administrative Code Chapter 305-4-4.

For victims of sexual assault, CSNA also provides safety planning, crisis counseling, support group, case management, personal and court advocacy, and forensic evidence collection by a trained forensic nurse examiner. CSNA's Sexual Assault Program complies with standards established by the Alabama Coalition Against Rape.

CSNA's Forensic Nurse Examiners (FNE) are trained to provide forensic exams to victims of intimate partner violence, sexual assault, elder abuse, and child physical and sexual abuse within the guidelines of the local Children's Advocacy Center MOU. CSNA uses protocols established by the International Association of Forensic Nurses (IAFN) and the FNE Program Director and Coordinator holds an IAFN SANE-A (Adults and Adolescent) and the FNE Program Director also holds an IAFN SANE-P (Pediatrics) certification.

CSNA's personnel and volunteers have over 300 years of cumulative experience in responding to people in crisis. No other agency provides such comprehensive crisis services in the area CSNA serves.

##### ***Roles and Responsibilities:***

- Provide confidential services to victims of stalking, intimate partner, dating, and sexual violence. Services include a 24-hour crisis line, emergency shelter, counseling, support groups, case management, personal and court advocacy, and forensic documentation of injuries.



- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.
- Educate community partners on intimate partner violence and sexual assault issues that will enhance victim safety.
- Update community partners on emerging issues/research regarding intimate partner violence/sexual assault issues.

*Resources:*

- Staff and volunteers
- 24-hour shelter and comprehensive services
- Office and meeting space
- 24-hour crisis line
- Forensic medical facilities
- Educational brochures and materials

*Confidentiality Obligations:*

CSNA has a strict confidentiality obligation to the victim/services participant. The program will not share individual, personally identifying information about any individual who has received or sought services without the informed, written, and reasonably time-limited release of the victim/service participant except for the mandatory reporting of suspected child abuse or neglect as required by state law.

***Law Enforcement***

*History:* CSNA and law enforcement have been working together to ensure that victims of domestic violence and sexual assault who report to law enforcement are provided information and referrals to CSNA's forensic and supportive services. These partnerships have been in place since the inception of domestic violence services in 1982 and sexual assault services in 1986. CSNA and law enforcement agency officials maintain ongoing dialogue regarding the programs and projects on which they partner to ensure that goals are met.

*Roles and Responsibilities:*

Refer the following to HELpline, CSNA's 24-hour crisis line, at 256-716-1000:

- Intimate partner violence victims for shelter and supportive services
- Intimate partner violence victims not in need of shelter for advocacy and supportive services
- Sexual assault victims for advocacy and supportive services
- Victims of crime for emotional support.

Law Enforcement will contact CSNA's Forensic Nurse Examiner Programs at 256-430-1407 for:

- Intimate partner violence victims for documentation of physical injuries and/or strangulations
- Adult victims of sexual assault for documentation of injuries and collection of forensic evidence
- Child victims of sexual assault or physical abuse for collection of forensic evidence and documentation of injuries within the guidelines of the local Children's Advocacy Center MOU
- Elderly abuse victims for documentation of injuries

*Resources:*

- Law enforcement officers
- Office space for Domestic Violence Responders in Huntsville Police Department
- Access for DV Responder Coordinator to domestic violence cases to assist victims
- Referrals to CSNA for services

***Circuit Clerk***

*History:* CSNA and the courts in Madison County have a longstanding relationship dating back to the early 1980s when then District Attorney Bud Cramer assembled a group of interested residents and agencies to form HOPE Place. As laws have been passed and enhanced to protect victims of intimate partner violence, CSNA advocates have been allowed to provide assistance to victims in filing for Protection From Abuse Orders and in understanding the court process. Courts have allowed CSNA advocates to be in courtrooms to provide support to victims.

*Roles and Responsibilities:*

Refer the following to, HELpline, CSNA's 24-hour crisis line, at 256-716-1000:

- Intimate partner violence victims for shelter, advocacy, and support services
- Intimate partner violence victims to the Madison County Domestic Violence Victim Services Coordinator for court advocacy and assistance in filing for a Protection From Abuse Order
- Victims of crime for emotional support.

*Resources:*

- Quiet space to meet with victims
- Access to courtrooms and Magistrate's office to accompany victims and provide support
- Referrals to CSNA for services

V. Duration

By signing the MOU, the parties agree to uphold the terms of this MOU. Any party may amend their roles and responsibilities of the MOU by written request. This MOU shall become effective upon signature by the representative and shall be reviewed and revised as needed.

Signature Kirk Gules

Date: 02-28-23

Print Name: Kirk Gules

Title: CHIEF OF POLICE

Agency: HUNTSVILLE P.D.

Signature \_\_\_\_\_

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

Print Name: Paul Finley

Title: Mayor on behalf of Police Chief Gandy and Court Clerk Garlen

Agency: City of Madison, AL

Signature \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

**ORDINANCE NO. 2023-124****AN ORDINANCE AMENDING CHAPTER 22, ARTICLE VII, SECTIONS 192 and 201(a) OF THE MADISON CITY CODE ENTITLED “ABANDONED, WRECKED, OR INOPERABLE VEHICLES”**

**WHEREAS**, the City of Madison Police Chief has recommended that the City Council amend the maximum time period that abandoned vehicles can remain on City streets from seven days to 48 hours in order to conform with the time period provided in Alabama Code Section 32-13-2(a) of the Code of Alabama (1975);

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

**Section 1.** Chapter 22, Article VII, Section 192 entitled “Notice” is hereby amended as follows:

- “(a) *The code enforcement officer, or the property owner or his agent, shall post a dated notice in a conspicuous place on the abandoned or inoperable vehicle in question stating:*
- (1) *That the vehicle has been determined to be abandoned or inoperable and will be removed at the direction of the property owner or his agent upon the expiration of 48 hours from the date of the notice.*
  - (2) *The name and address of the last registered owner of the vehicle in question and the name and address of the property owner or his agent and a daytime phone number for the person giving the notice.*
- (b) *A copy of the notice shall be mailed by regular mail to the last known address of the registered owner, if ascertainable, on the date of posting or not later than the next business day. Calculation of the 48 hours’ notice period shall commence on the date of posting of the notice on the vehicle.”*

**Section 3.** Chapter 22, Article VII, Section 193 entitled “Abandoned Junk” is hereby amended as follows:

*“The code enforcement officer, the chief of police, or any member of the police department is hereby authorized after the 48 hours notice period to remove or have removed any inoperable motor vehicle or non-motorized vehicle junk which reasonably appears to be lost, stolen, or unclaimed. Any property so taken up and removed shall be stored in a suitable place provided by the city. A permanent record giving the date of the taking of the property, the place where found and taken, and a description of the property shall be kept by the code enforcement officer or the chief of police, as applicable.”*

**Section 4.** Chapter 22, Article VII, Section 201(a) of the Madison City Code under the subsection entitled “Authority of police to remove” is hereby amended as follows:

*“Any police officer of the city who finds a motor vehicle which has been left unattended on a public street, road or highway or other property for a period of at least 48 hours shall be authorized to cause such motor vehicle to be removed to the nearest garage or other place of safety.”*

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

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

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

**READ, PASSED AND ADOPTED** this 10<sup>th</sup> day of April 2023.

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

**ATTEST:**

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

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

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