



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
September 25, 2023

AGENDA NO. 2023-18-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Cody Edger, Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-17-RG, dated September 11, 2023

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. **Resolution No. 2023-307-R:** Declaring certain property formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property.

C. **Resolution No. 2023-325-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation, Claim No. 060114HM, for hail damage to a Police vehicle, on June 24, 2023 (\$7,985.26 to be deposited into General Operating account)

- [D.](#) Authorization of payment to Enfinger Development, Inc. in the amount of \$56,352.06 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)
- E. Authorizing Engineering Department to solicit requests for quotes for construction of ADA ramps in Homeplace Subdivision (to be paid from Engineering Department budget)
- F. Authorize the Engineering Department to solicit quotes for tree clearing on Project No. 20-008 | Browns Ferry Culvert Replacement (to be paid from Engineering Department budget)
- G. Authorization to solicit bids for the construction of Project No. 22-040 (Gillespie Rd. & Wall Triana Hwy Traffic Signal)
- [H.](#) Approval of Purchase Order for Terrell Technical Services, Inc., for a limited asbestos containing building materials survey for the Farley-Wann House in the amount of \$1,750.00 (to be paid from Wann House Reconstruction)
- I. Approval to accept Senior Center donation from L. Tucker for \$30.00
- [J.](#) Authorization to solicit bids for softball field fencing at Hexagon Complex

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

- [A.](#) Resolution No. 2023-280-R - Approving a staffing plan for the Facilities & Grounds Department

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

- [A.](#) City of Madison FY 2024 Annual Operating Budget

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- [A.](#) **Resolution No. 2023-317-R:** Authorizing archiving and streaming of September 19th Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- [A.](#) **Proposed Ordinance No. 2023-243:** Zoning certain property owned by Brian and Kelley Hayes located at 29396 Tribble Road to R-1A (Low Density Residential District) (First Reading 8/14/2023)

- [B.](#) **Resolution No 2023-259-R:** Ascertaining, fixing and determining the amount of assessment to be charged as a weed lien for 180 Dusty Trail - assessment fee of \$669.70 (continued from 08/28/2023)

- C. **Resolution No. 2023-289-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 8135 Old Madison Pike - assessment fee of \$545.25
- D. **Resolution No. 2023-309-R:** Request for an Off-Premises Beer and Wine License from BJ'S Wholesale Club Inc. doing business as BJ'S Wholesale Club Store # 236, for their location at 165 Graphics Drive, Madison, Alabama 35758
- E. **Resolution No. 2023-310-R:** Request by BJ'S Wholesale Club Inc. doing business as BJ'S Wholesale Club Store #236, for a Lounge Retail Liquor-Class II (Package) License at their location at 165 Graphics Drive Suite A , Madison, Alabama 35758

13. DEPARTMENT REPORTS

LEGAL

- A. **Resolution No. 2023-249-R:** Authorizing an agreement with Madison Utilities for the placement of meter readers on City utility poles

PLANNING

- A. **Proposed Ordinance No. 2023-241:** Assenting to the annexation of certain property owned by Brian and Kelley Hayes located at 29396 Tribble Road (First Reading 08/14/2023)
- B. **Resolution No. 2023-311-R:** Authorizing a Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for Toyota Field in the amount of \$193,000 (to be paid from Multi-Use Venue Maintenance Fund Checking)
- C. **Proposed Ordinance No. 2023-314:** Amending Chapter 8 of the City Code to include regulations and an appeal process for mural applications.
- D. **Proposed Ordinance No. 2023-315:** Amending Chapter 28 of the City Code to establish a Mural Advisory Board

POLICE

- A. **Resolution No. 2023-308-R:** Authorizing the retirement of Madison Police Department K-9 Bruno and the transfer of ownership from the City of Madison to Officer Adam Lawson

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. 2023-17-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 11, 2023**

The Madison City Council met in regular session on Monday, September 11, 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.

Mayor Finley provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillot, ERP Support Specialist Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Director of Human Resources Megan Zingarelli, Director of Parks & Recreation Kory Alfred and Director of Development Services Mary Beth Broeren

Public Attendance registered: Bernadette Mayer, John H. Merrill, Michele Kinney, Beth Agee, Penny Chilton, Francine Perlman, Darla Evans, Gweneth Smithers, Margi Daly, Karen Naff, John Cole

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested to remove **Resolution No. 2023-280-R** under Human Resources department reports,

With no more amendments to the agenda Council President Bartlett approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2023-09-WS DATED AUGUST 28, 2023

Council Member Shaw moved to approve Minutes No. 2023-09-WS. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2023-16-RG DATED AUGUST 28, 2023

Council Member Shaw moved to approve Minutes No. 2023-16-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PROCLAMATION DESIGNATING THE WEEK OF SEPTEMBER 17-23, 2023 AS CONSTITUTION WEEK TO THE 5 LOCAL CHAPTERS OF DAUGHTERS OF AMERICAN REVOLUTION(DAR) IN THE CITY OF MADISON

Mayor Finley presented proclamations to the 5 local chapters of DAR designating the week of September 17-23, 2023 as Constitution week in the City of Madison, Alabama

PUBLIC COMMENTS-AGENDA RELATED

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov 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.*

BERNADETTE MAYER (DISTRICT 5)

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

- Proposed Ordinance No. 2023-306; order of business
- Under Legal, Resolution No. 2023-297-R; opposed to lobbying services
- Additional discussion for agenda items and attachments
- Departmental growth

MARGI DALY (DISTRICT 6)

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

- Proposed Ordinance No. 2023-306; order of business
- Resolution No. 2023-293-R
- Resolution No. 2023-280-R; removed from agenda
- Resolution No. 2023-305-R, fiber installation
- Resolution No. 2023-297-R, lobbying services
- Agenda items E,F,G and H

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

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

General Operating account	\$1,903,737.70
Special General Operating Accounts	\$4,277.00
ADEM Storm Drainage	\$1,775.00
1/2 Cent Capital Replacement	\$37,776.75
Gasoline Tax & Petroleum Inspection fees	\$35,659.25
TVA Tax	\$2,888.91
Street Repair and Maintenance	\$1,364.13
Library Building Fund	\$85,927.50
Venue Maintenance	\$1,756.10

Regular and periodic bills to be paid

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

Resolution No. 2023-299-R: Acceptance of settlement from Alabama Municipal Insurance Corporation, Claim No. 059907, for a Police vehicle involved in an accident on May 17, 2023 (\$3,313.95 to be deposited into General Operating account)

Resolution No. 2023-304-R: Acceptance of settlement from Alabama Municipal Insurance Corporation, Claim No. 060200HM, for a Police vehicle involved in an accident on July 13, 2023 (\$372.05 to be deposited into General Operating account)

Approval of payment to MidSouth Paving Inc. in the amount of \$6,209.94 for Asphalt Paving on Hughes Rd performed on Project No. 20-028 Middle School Infrastructure (to be paid from 2020-A GO Bond account)

Approval of payment to MidSouth Paving Inc. in the amount of \$78,462.38 for Asphalt Paving on Hughes Rd performed on Project No. 20-028 Middle School Infrastructure (to be paid from 2020-A GO bond account)

Approval of payment to CDG Engineers & Associates in the amount of \$12,175.00 for professional services through August 31, 2023 on Project No. 23-008 | County Line Road and Royal Drive Extension (Invoice No. 5) (to be paid from Fund 38)

Approval of payment to Rogers Group Inc in the amount of \$161,211.21 for Sullivan Street Widening performed on CIP Project No. 18-023 (Invoice No. 46423) (to be paid from 2018-C Go Bond)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Budget was reviewed with Finance Committee and then given to Council
- Season concluded for Trash Panda and we will receive a full accounting of the attendance, also all payments made to the city are current.
- James Clemens High School Homecoming parade is this Thursday, September 14, 2023, at 5:30pm. The parade route is down County Line Road.
- Military Tribute Night is this Saturday, September 16 at Toyota Field. The softball game starts at 5:30pm with the AUSA Redstone Arsenal team and the USA Patriots amputee softball team. Phenomenal group of men and women.

- The state of Alabama has a total of 838 zip codes and Niche named zip code 35758 in the city of Madison as the number one zip code to live in Alabama. Zip code 35756 also in the city was ranked number five. Thanked everyone for their contribution in obtaining this recognition.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Attended the 9/11 remembrance event this morning at the Fire Station on Hughes Road and appreciated Mayor Finley attending also. Thanked Fire Chief David Bailey and Police Chief Johnny Gandy for their joint efforts of this day and the remembrance of all that perished, the rescuers and survivors. This event occurs every year and would like more community notifications done for more citizens to attend.
- Madison Library is having MAD movie extravaganza this month featuring two good movies on the 14 and 28.
- Friends of the Library meeting September 12, 2023, at 6:30pm

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Dedication ceremony of the school Jet will be held September 14 at 7pm on the front lawn of James Clemens High School

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Remembrance of 9/11 and how important the duties are of first responders

COUNCIL DISTRICT NO. 4 GREG SHAW

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

No new business to report.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

PROPOSED ORDINANCE NO. 2023-306: REPEAL AND REPLACE OF CODE SECTION 2-42(4) REGARDING ORDER OF BUSINESS FOR COUNCIL MEETINGS (FIRST READING, REQUEST TO SUSPEND THE RULES AND VOTE FOR IMMEDIATE CONSIDERATION)

Council Member Powell moved to suspend the rules for immediate consideration of Ordinance No. 2023-306. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

Upon suspension of the rules, Council Member Powell moved to approve Ordinance No. 2023-306. Council Member Shaw seconded. Council Member Seifert asked for refreshing what existed previously. Council President Ranae Bartlett stated before it was changed that it allowed three minutes of public comments at the beginning of the meeting not splitting the public comments and could be on any topic or an agenda related item. Council Member Wroblewski asked if they could still speak during the public hearings as well. Council President Ranae Bartlett confirmed yes, that didn't change they would still get five minutes for public hearings. Council Member Denzine stated the voice of the people should come first and want the public comments moved back to the beginning. Council Member Seifert asked how it would change if you still had public comments at the beginning and at the end. Council Member Denzine clarified not at the end, it would all be at the beginning then divided into two sections, the public comments section they could talk about city things, but on specific items in the agenda they would have that time also to be heard and it is beneficial at the beginning when everyone is still here and listening opposed to at the end when people have left. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Mark your calendars for the Madison Street festival coming up October 7 and are accepting additional volunteers to sign up on their website
- Next public work session is scheduled on September 19 at 4pm regarding the budget and encourage citizens interested to attend
- Grateful to all first responders for their dedication and sacrifice to keep us safe in our community.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

No new business to report.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF MICHAEL "SCOTT" HARBOUR TO PLACE 2 ON THE ZONING BOARD OF ADJUSTMENT AND APPEALS FROM SUPERNUMERARY 1 POSITION TO FILL A VACATED TERM

Council Member Powell nominated Michael "Scott" Harbour to Place 2. There being no further nominations, Mr. Harbour was appointed by acclamation.

PUBLIC HEARINGS

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

RESOLUTION NO. 2023-279-R: REQUEST FOR A LOUNGE RETAIL LIQUOR - CLASS I LICENSE FROM THE LEAF CIGAR EMPORIUM LLC., DOING BUSINESS AS THE LEAF CIGAR EMPORIUM, FOR THEIR LOCATION AT 12110 COUNTY LINE ROAD SUITE B, MADISON, AL 35756

Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action and if any questions the owner is here in attendance. Council President Ranae Bartlett opened the floor for public comments regarding this request. City resident Margi Daly asked as previously for a policy and map of where liquor licenses are issued near school zones. She continued to express her dissatisfaction regarding time limits of Public Comments and Council President Ranae Bartlett reminded her that this was for Public Hearing on retail liquor licenses. Citizen Bernadette Mayer also spoke to request zoning on liquor licenses near schools and to provide map locations. With no other questions or comments President Bartlett closed public comments. Council Member Shaw requested to ask a few questions to the owners that were present. Owners appeared before Council and were asked by Council Member Shaw if young children will be served with any alcohol or tobacco products assuring safety. The owners replied no, stating their establishment is a high-end premium cigar lounge and had security clearances and a veteran which we would not risk anything like that. Council Member Wroblewski appreciated their investment in the city. Mayor Finley also thanked them for their investment and inquired about the ventilation due to being next to other businesses. The owner replied that there are provisions in the lease agreement along with investing a significant amount in ventilation along with an outdoor area. Council Member Seifert googled the location, and they are in a safe distance from the nearest public school and not

serving minors. Council President asked if there were any other questions from Council. With none, Council Member Seifert moved to approve Resolution No: 2023-279-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2023-181-R: AUTHORIZING ACQUISITION OF PROPERTY AND EASEMENTS NECESSARY FOR CONSTRUCTION OF THE HARDIMAN ROAD & MADISON BRANCH BOULEVARD ROUNDABOUT IN THE AMOUNT OF \$65,000 (TO BE PAID FROM ENGINEERING BUDGET)

Council Member Spears moved to approve Resolution No. 2023-181-R. Council Member Powell seconded. Council Member asked if a map can be shown. City Engineer Michael Johnson had no slide stating it is the southwest corner of the proposed intersection. City Attorney Brian Kilgore added there is an overview picture of the property that was prepared in the agenda packet in lieu of a slide being presented now. Council Member Wroblewski asked that council had seen this prior where the roundabout is going. City Engineer Michel Johnson confirmed that it was previously brought to council acquiring the property on the north side and went through negotiations and agreements that this is just the authorization of that acquisition. Council Member Denzine gave thanks for clarification. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-293-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. FOR APPRAISAL OF TWELVE (12) PROPERTY ACQUISITIONS REQUIRED FOR PROJECT NO. 22-039 | SEGERS ROAD & MAECILLE DRIVE INTERSECTION IMPROVEMENT (NOT TO EXCEED \$18,000.00, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-293-R. Council Member Wroblewski seconded. Council Member Seifert asked if this was anticipated in their budget. City Engineer Michael Johnson confirmed it was. Mayor Finley added this area impacts the new elementary school and we will continue to have meetings with schools working to make sure intersections are safe. Council Member Denzine wanted clarification of where the appraisals are and for what purpose. City Engineer Michael Johnson stated the appraisal is for widening the road of Maecille connecting with other development roads by the school and a roundabout to acquire easements and rights-of-ways along properties on northside of Maecille and a large tract on the south side along with some on the intersection of Segers Road. Council Member Denzine asked to clarify if this is connected to where the school is over towards Segers Road. City Engineer Michael Johnson stated yes where the proposed school will be. Council Member Denzine asked how much land is needed in that area. City Engineer Michael Johnson stated developers are still working on finalizing plans and it would vary depending on which side and how the road is aligned but generally 20 feet or less. Council Member Denzine asked if the appraisals are to obtain the value of the right-of way property. City Engineer Michael Johnson confirmed yes and also clarified Council Member Spears question that it would be the road property and the right-of way property determining how much is the prescriptive right-of-way that we don't have to pay for and then add the additional amount of ft and other determining factors. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-298-R: AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS REGARDING PROJECT NO. 23-011 | BALCH AND GOOCH INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$6,500.00 (TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2023-298-R. Council Member Powell seconded. Council Member Seifert asked how this project is coming along. City Engineer Michael Johnson stated it's approximately 60% design and majority of alignments and offsets determined along with having discussions with the mayor's office, some residents and business owners of what expectations are going to be for specifically the hospital access and how to maintain access of emergency vehicles through the intersection. Mayor Finley added the landowners are very positive working with us on this. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2023-268-R: APPROVING AN HOLD HARMLESS AGREEMENT WITH INSANITY SKATE INC. TO ALLOW A DRIVING COURSE TRAINING EVENT TO OCCUR IN THEIR PARKING LOT

Council Member Wroblewski moved to approve Resolution No. 2023-268-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

INFORMATION TECHNOLOGY

RESOLUTION NO. 2023-301-R: AUTHORIZING SUPPLEMENTAL INSURANCE (TO BE PAID FROM GENERAL OPERATING BUDGET)

Council Member Powell moved to approve Resolution No. 2023-301-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-305-R: AUTHORIZING AN AGREEMENT WITH COMCAST, LLC FOR INSTALLATION OF FIBER FOR THE 23A BUSINESS PARK BUILDING

Council Member Powell moved to approve Resolution No. 2023-305-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Council Member John Seifert

Aye

Motion carried.

LEGAL**RESOLUTION NO. 2023-297-R: AUTHORIZING AN AGREEMENT WITH SWATEK, VAUGHN & BRYAN, LLC FOR GOVERNMENTAL RELATIONS AND LOBBYING SERVICES IN THE AMOUNT OF \$5,000 PER MONTH FOR A ONE-YEAR PERIOD (TO BE PAID FOR BY LEGAL DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2023-297-R. Council Member Powell seconded. Council Member Denzine wanted to know exactly what they are providing for the city. City Attorney Brian Kilgore stated if any lobbying services are needed the contract provides it. Mayor Finley stated utilizing them for the past two years assists in securing money from the state that directly supports the community center, along as being our liaison to many state departments such as ALEA and DECA and any other things we need throughout the state agencies that is beneficial because they are in Montgomery and were using them on a retainer basis. Council Member Denzine asked if paying them this much every month, have we seen a greater return than the value of the retainer. Mayor Finley answered he has. Over the past two years of spending about \$120,000 dollars they have help secure at least a million dollars' worth of essential things such as understanding grant monies available, guided us to receive state funds for Covid needs to Police and Fire, and are currently helping us understand mandates regarding minor league baseball. Overall, they have the expertise, and our valuable city needs.

The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-303: AUTHORIZING A NEW OFFENSE OF HANDS-FREE DRIVING TO CITY CODE (FIRST READING)

This is a first reading only

Council President Ranae Bartlett asked if this ordinance is like the City of Huntsville's. City Attorney Brian Kilgore replied that it is nearly identical to the one they just passed. Council Member Shaw questioned how it would be defended in court. City Attorney Brian Kilgore replied that it could be difficult but would be determined on Officer's testimony or other evidential factors, this is just an added incentive to take distracted drivers off the road. Police Chief Johnny Gandy added that distractive drivers are the number one cause of accidents, and this will hold people accountable for not having their hands on the wheel. Council Member Shaw asked if it also applies to utilizing dash electronic devices. City Attorney Brian Kilgore

answered on phone communications it would be through the vehicle console or through earpieces, basically having a device in your hand would be a violation. Council Member Shaw asked if the screen on the dash can be used. City Attorney Brian Kilgore reiterated the ordinance of hands-free driving and thinks it could be harder to enforce determining if the distraction was by just looking at it.

POLICE

RESOLUTION NO. 2023-287-R: AUTHORIZING A MEMORANDUM OF AGREEMENT WITH ALABAMA LAW ENFORCEMENT AGENCY AND ALABAMA GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA FOR THE REIMBURSEMENT OF OVERTIME EXPENSES TO THE CITY IN THE AMOUNT OF \$20,050

Council Member Wroblewski moved to approve Resolution No. 2023-287-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2023-296-R: AUTHORIZING AN AGREEMENT WITH THE CITY OF HUNTSVILLE FOR SCHEDULING AND DISPATCH SERVICES FOR MARS (\$26,780.00 PAYMENT FOR 2024 FY AND \$955.37 PER VEHICLE MAINTENANCE FEE TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-296-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PUBLIC COMMENTS

BERNADETTE MAYER (DISTRICT 5)

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

- Disrespectful comments from Council Members
- Appreciated Council Member Seifert for looking up the distance from school for new liquor license
- Dissatisfied of time allowed for public comments
- Opposed to lobbying position
- Regulations pertaining to LLC's
- City growth and budget
- Schools

MARGI DALY (DISTRICT 6)

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

- Open public meetings
- Public records request denials
- Street lighting
- Toyota Field
- Safety concerns
- ADA compliance of sidewalks

ANGELA GARY (DISTRICT 5)

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

- Conduct of Council Meeting

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council Member Seifert wanted to express that personal attacks and disrespect from citizens coming to council meetings is not how things are done and asks for civil discussions during time allowed so we can conduct business with the agenda to get through Council Member Seifert welcomed citizens to contact him either by phone, email or meet with him to voice their opinions if not given enough time allowed at the council meetings. Council Member Wroblewski added public comments have always been three minutes and five minutes for public hearings. Mayor Finley clarified that at one point they were able to sign up for five minutes but was changed to three adding nobody has held people accountable for three minutes better than Council President Ranae Bartlett. Mayor Finley welcomed citizen Bernadette Mayer to come in and sit down with him to go over all the multitude of questions she would like answers too.

ADJOURNMENT

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

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

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

Aye
Aye
Aye

Motion carried.

The meeting was adjourned at 7:08 p.m.

Minutes No. 2023-17-RG, dated September 11th, 2023, read, approved and adopted this 25th day of September 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lisa Ritz
Recording Secretary

RESOLUTION NO. 2023-307-R

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

WHEREAS, the City of Madison have in their possession, among others, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

Quantity	Description
1	Dell Printer with capital asset tag no. 05275

; and

WHEREAS, the Madison Police Department has no further use for said personal property and that said personal property be declared surplus as it has no useful life or fixed asset value to the City; and

WHEREAS, Article V, Section 16-108, of the Madison City Code, provides for disposition of personal property of negligible value pursuant to resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Madison Police Department is hereby authorized to dispose of the surplus personal property, as listed above.

READ, APPROVED, and ADOPTED this 25th day of September 2023.

ATTEST:

Ranae Bartlett, City Council President
City of Madison, Alabama

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

APPROVED this ____ day of September, 2023.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05275

(Existing Assets Number)

Section 2

Date: 09/08/2023

Department: Police

Item Description: Dell Printer

Serial/Model #:

New: ☐

Used: ☐

Location: Dispatch - 911 Center

Vendor Name:

Asset Class:

Activity Code:

Fund: Acct. No.:

Date Item Acquired:

Cost or Donated Value:

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)

09/08/2023

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. ☐

Revised 6/25/2007

RESOLUTION NO. 2023-325-R

WHEREAS, on June 24, 2023, which loss upon the best knowledge and belief of insured was caused by hail damage.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$8,485.26, with a deductible of \$500.00, the full and final settlement of \$7,985.26.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$8,485.26 with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said damage, \$7,985.26. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 25th day of September 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281233
POLICY NUMBER
October 1, 2022
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

060114 HM
ADJUSTER FILE NUMBER
060114 HM
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2020	Ford	Interceptor	1FM5K8AB9LGC12854

**DATE OF LOSS
CAUSE**

A loss occurred on the 24th day of June, 2023, about the hour of Unk o'clock A.M., which loss upon the best knowledge and belief of insured was caused by hail damage.

**LOCATION
OWNERSHIP**

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

VALUE

(If a total loss)

WHOLE LOSS

DEDUCTIBLE

AMOUNT

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$8,485.26
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$7,985.26

**IN THE EVENT
OF THEFT**

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

SUBROGATION

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

**STATEMENTS
OF INSURED**

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

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

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

Date: 9-16-23

SIGNATURE

Witness:

Subscribed and sworn to before me this 16th day of September, 2023



NOTARY PUBLIC

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. 2023-00001175

DATE 08/03/2023

VENDOR 7073 - ENFINGER DEVELOPMENT, INC

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

NON-NEGOTIABLE

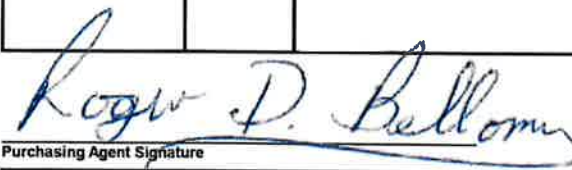
Contact

ENFINGER DEVELOPMENT, INC
P.O. BOX 14098
HUNTSVILLE, AL 35815



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Hardiman Roundabout - Project # 99-007 - Madison Branch 38-010-000-2941-06 - Capital Outlay - Hardiman Roundabout 1,510,000.00 99 007	1,510,000.0000	\$1,510,000.00
<div style="text-align: center;"> <i>Partial Payment #2</i> <i>\$56,352.06</i> <i>Invoice No. Draw #2</i> <i>-Mike</i> <i>9/1/2023</i> </div>				
 Purchasing Agent Signature			SUBTOTAL	\$1,510,000.00
			SALES TAX	\$0.00
Special Instructions <i>September 25</i> <i>Consent Agenda</i> Fund 38 project 22-034			TOTAL DUE	\$1,510,000.00

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

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Friday, September 1, 2023

Draw # 2

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	12%	\$91,145.61	\$34,793.55	\$56,352.06
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	0%	\$0.00	\$0.00	
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	0%	\$0.00	\$0.00	
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	35%	\$18,411.07	\$18,411.07	
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	24%	\$336,258.61	\$279,906.55	\$56,352.06

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE

9/6/23

DEVELOPMENT MANAGER:

GARY GRAY

DATE

9-5-2023

Rev: 07/28/2015 gg

RAW #: 2
DATE: 8/25/2023

DRAW #: 2

Draw Cumulative Sheet

COST CODE 10.1 SITE CONSTRUCTION

DATE: 8/25/2023

[illegible]

DATE: 8/25/2023

116123
DATE:

DATE: 6-3-2023

Ship To

Planning 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. 2023-00001376

DATE 09/18/2023

Reprint Purchase Order**VENDOR 9853 - TERRELL TECHNICAL SERVICE Inc.**

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

NON-NEGOTIABLE

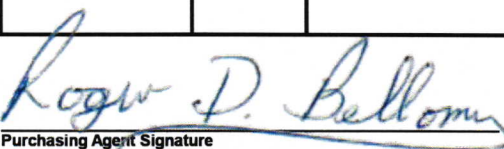
Contact

TERRELL TECHNICAL SERVICE
POST OFFICE BOX 1116
MADISON, AL 35758



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	*Item - Asbestos Survey of the Farley-Wann House 10-010-000-2942-00 - Wann House Reconstruction 1,750.00 <div> Total Cost \$1,750.00 Amount Voided \$0.00 Amount Expensed \$0.00 Amount Encumbered \$1,750.00 Amount Discounted \$0.00 Amount Remaining \$1,750.00 </div>	Open	1,750.0000	\$1,750.00
					SUBTOTAL \$1,750.00
					SALES TAX \$0.00
					TOTAL DUE \$1,750.00
<div>  Purchasing Agent Signature </div> <div> Special Instructions </div>					

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



Environmental, Health & Safety Solutions

26675 Success Drive SW
Madison, AL 35756
P. O. Box 1116
Madison, AL 35758

Phone: 256-461-9278
Fax: 256-461-9279
Email: terrelltsi@terrelltsi.com

September 15, 2023

City of Madison
Attn: Mr. Gerald Smith, Facilities Director
100 Hughes Road
Madison, Alabama 35758

RE: Proposal to Conduct a Limited Asbestos Containing Building Materials Survey of the Residential Structure located at 225 Mill Road in Madison, Alabama (TTSI Proposal # P23141)

Mr. Smith,

Terrell Technical Services, Inc. is pleased to submit the following proposal to conduct a limited asbestos containing building material survey of the residential structure located at 225 Mill Road in Madison, Alabama.

EPA Accredited and State of Alabama Licensed Asbestos Inspectors will be utilized to perform the effort. All analyses will be performed by a laboratory accredited by the National Institute of Standards and Technology / National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for asbestos containing materials.

Representative samples of potential asbestos containing building materials will be collected and submitted for analysis. The locations, quantities, and condition of asbestos containing materials will be provided in the report. The final report will be available within one week after the site work is completed. The proposed cost for this scope of work would be a **not to exceed cost of \$1,750.00**. This cost includes all labor, supplies/materials, mileage/travel expenses, analytical fees, reporting, and administration costs.

If you have any questions concerning this proposal or the proposed scope of work, please feel free to contact me at 256-461-9278 or Neil Matson at the same location.

Sincerely,

Elliott Terrell, CEICI, CIEC
Senior Project Manager
EPA Accredited Asbestos Inspector / Management Planner APL0121658024
EPA Licensed Lead Inspector / Risk Assessor LRA0820658024

TERRELL TECHINICAL SERVICES, INC.
PROPOSAL ACCEPTANCE FORM

PROPOSAL NO: P23141

By signing below, the person authorizes to execute contracts, acknowledges acceptance of the proposed scope of work and conditions stated in Proposal P23141, dated July 6, 2023 and agrees to pay the proposed fee with 30 days of receipt of invoice.

Client = Party that Authorizes TTSl to Provide the Proposed Services

Client: _____

Address: _____

Executed By: _____

Signature: _____

Title: _____

Date: _____

Invoice To (if different from client above):

Firm: _____

Address: _____

Contact Name & Title _____

Contact Phone: _____

Contact Email: _____



Bid Request Form

Originating Department: Recreation Contact Person: Randy D'Herde
 Bid Title: Hexagon Ballfield Fence Install Funding Source: Capital 2951

Checklist

Information required for all bids:

- ☒ Desired start date for project: 11-13-23
- ☐ Desired council date for award: 10-23-23
- ☒ Is this bid for services, equipment, or both?
- ☒ Does this bid involve multiple phases? Yes ☐ No ☒
- ☒ Cost estimate/budget: \$ 200,000
- ☒ Complete specifications including quantities and sizes
- ☒ Any alternates to be included in bid? Yes ☐ No ☒
- ☒ Provided project description for ad? Yes ☒ No ☐
- ☒ Pre-bid conference? Yes ☒ No ☐
- If yes, mandatory ☐ or optional ☐

If applicable:

- ☒ Current contract end date: N/A
- ☒ Startup time required for new vendor: N/A
- ☒ Property acquisitions complete? ☒ Yes ☐ No
- ☒ Include any drawings, plans, or maps (engineer stamped drawings for Public Works projects)
- ☒ Working with an architect or consultant? Yes ☐ No ☒
- ☒ Project completion timeframe/date: 60 days
- ☒ Amount for liquidated damages: \$ 100
- ☒ For Title 41 bids, require a bid bond? Yes ☐ No ☒
- require a performance bond? Yes ☐ No ☒

☐ Is the desired service/equipment available from the Alabama State Bid List, GSA, or from any of the following Purchasing Cooperatives: H-GAC, NCPA, NASPO, Sourcewell, Omnia Partners, BuyBoard, TIPS, or NPPGov?

Notes: _____

Please email your completed request form with all applicable attachments to Alicia Walden and Brian Kilgore.

Framework to be vinyl coated per the following:

- a) Finished height to be determined by section
- b) Terminal and gate posts to be 3" OD, schedule-40
- c) Line posts to be 2.5" OD, schedule-40
- d) Top rail to be 1.625" OD, schedule-20
- e) Bottom rail to be 1.625", schedule-20

Fabric to be vinyl coated, fused, and bonded per the following:

- a) Finished height to be determined by section
- b) 8-gauge finish
- c) 2" diamond mesh
- d) Knuckle at top

Gates per the following based on framework and fabric descriptions above:

- a) Walk gates to be 4' x (height to be based on fence height).
- b) Maintenance gates to be 12' utilizing 2, 6' gates x (height to be based on fence height).

Foundations per the following: (based on 6' finished height). Taller finished heights can impact foundation dimensions

- a) Gate and terminal posts to be 3,000-psi concrete, 36" deep by x 12" diameter
- b) Line posts to be 3000-psi concrete, 30" x 10" diameter

Fence height

- a) Outfield fence 6' height
- b) Backstop 16' height
 - 1) Option 1 – foul ball netting to reach 30' if straight up
 - 2) Option 2 – foul ball netting to reach 25' if strung over field from light poles
- c) Dugout fence 8' height

Foul ball netting – 2 options

- a) Option 1 – netting to run the length of the backstop from dugout opening to dugout opening. 30' height straight up
- b) Option 2 – netting to run the length of the backstop from dugout opening to dugout opening. 25' height cable strung from light pole A to light pole H. Additional cable run above dugouts.

Dugout

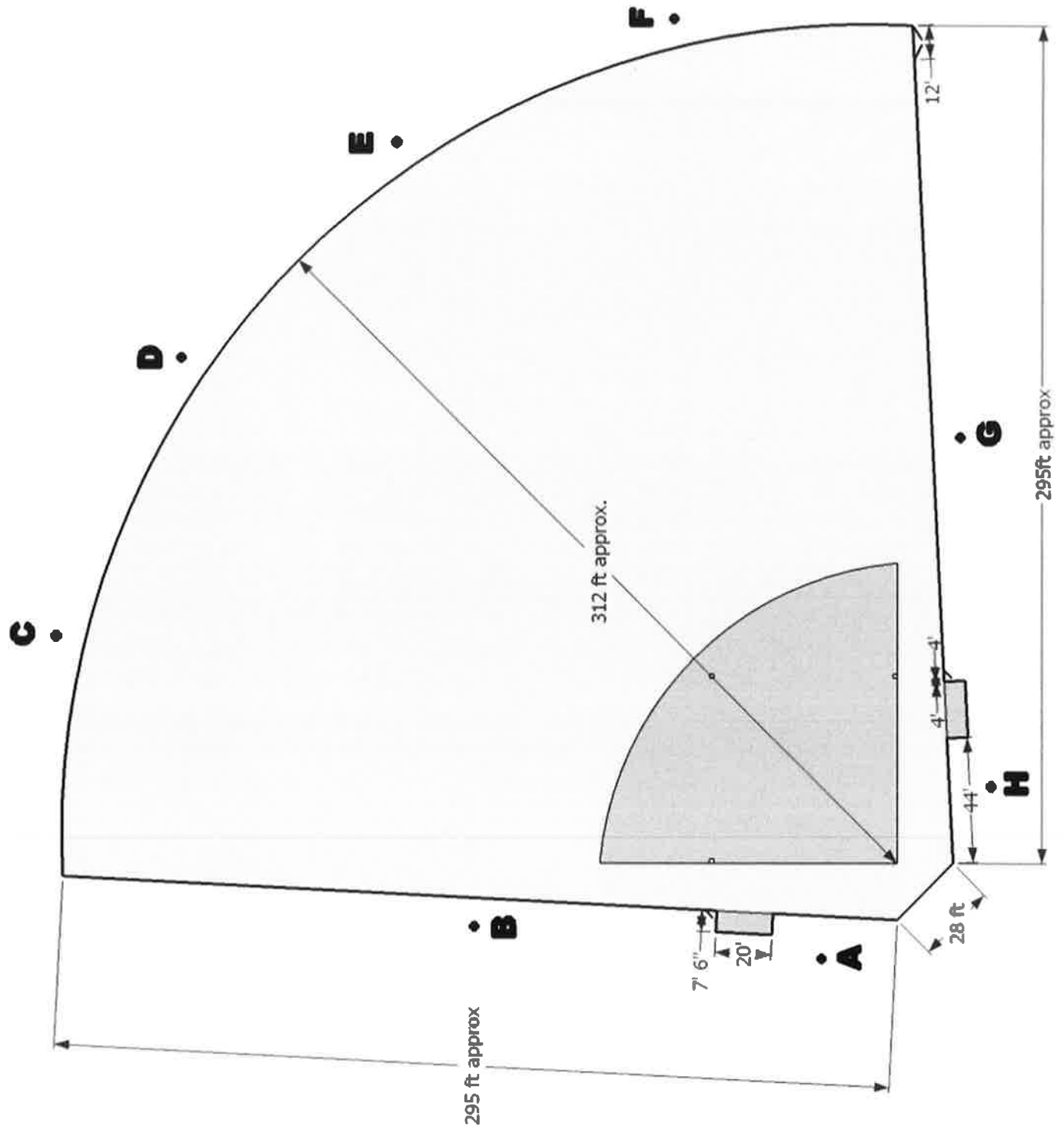
- a) Opening 60' from backstop 4' wide towards outfield
- b) 7'6"x20'
- c) Floor to be 3000-psi concrete 4" thick. 8'x21'
- d) Roofline 9' high in front, 8' high in back
- e) Roof ribbed, galvanized, metal panels 29 gauge min.

Gates

- a) 4' gate beside dugout opening (2 on each field)
- b) 12' gate east corner of field near road (1 on each field)

Current fencing to be demolished and removed. New backstop to be located in the same place as current fencing. 1st base and 3rd base runs are to be placed as close as possible to light poles B and G. Outfield fence is to be placed as close as possible to light poles C – F.

Figure not drawn to scale.
Light poles designated A through H.



RESOLUTION NO. 2023-280-R

A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 25th day of September, 2023, that the following changes be made to the General Class Plan, to be effective the beginning of the pay period following adoption of the Fiscal Year 2024 Budget:

General Classification Plan:

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

READ, APPROVED, and ADOPTED this 25th day of September, 2023.

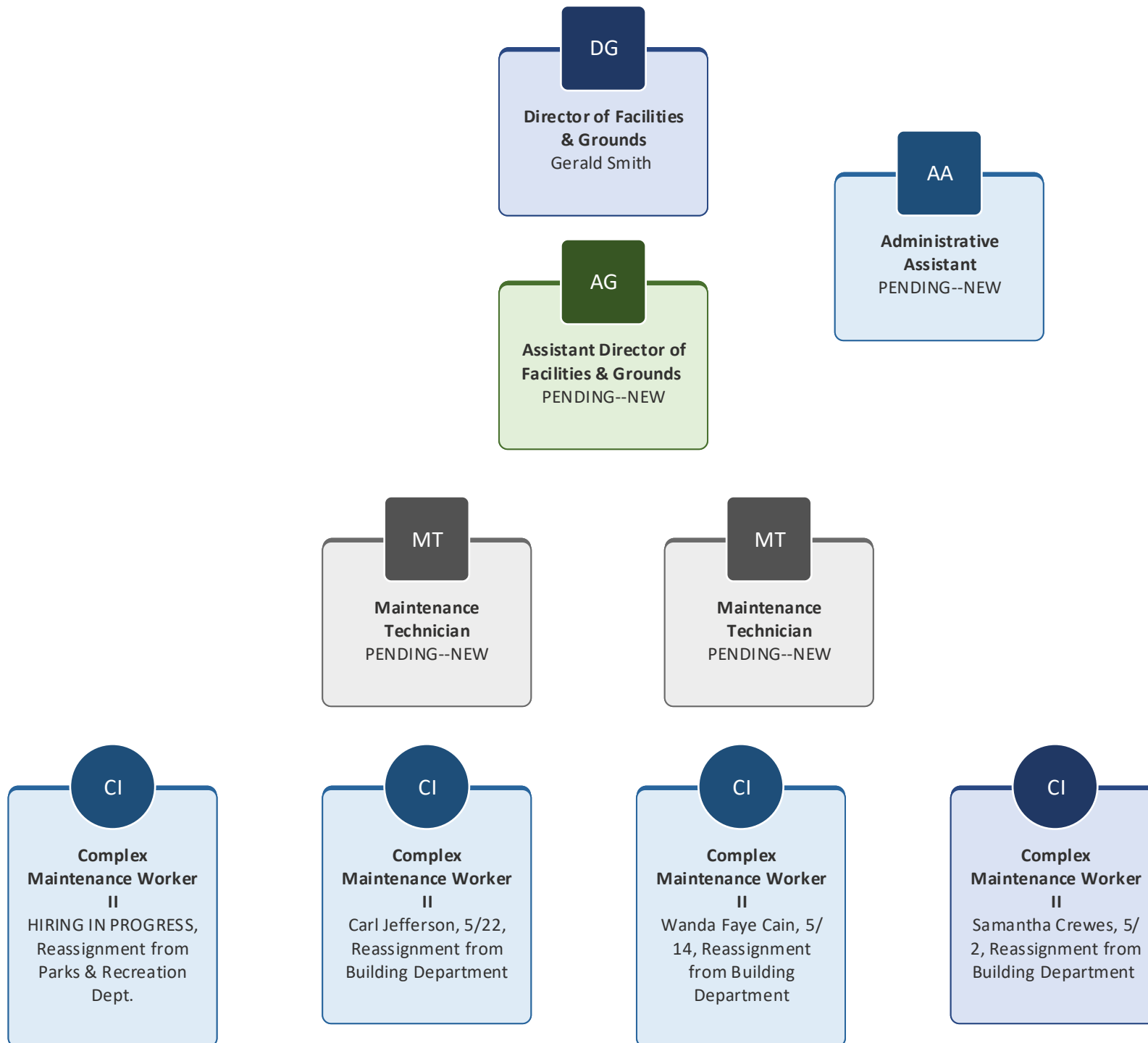
Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 25th day of September, 2023.

Paul Finley, Mayor
City of Madison, Alabama





City of Madison

Job Description

Title Assistant Director of Facilities & Grounds Department Facilities and Grounds

Exempt/Nonexempt E Pay Grade 17 Reports to Director

New Position X Position Change _____ Effective Date 09/11/23

Subordinate roles: Building and Grounds Supervisor, Facility Maintenance Personnel, and Complex Maintenance Personnel

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 Assistant Director will help the Director to manage and supervise the maintenance, inspection, repair, cleaning, and improvement of City-owned office, recreational, and other buildings, as well as certain City grounds. This employee will help to manage and supervise skilled and semi-skilled workers performing maintenance and repair tasks in building trades including HVAC, electrical, carpentry, electronics, controls, and plumbing, as well as janitorial workers and contract personnel. The work involves performing inspections on City owned facilities and recreational buildings to ensure proper maintenance and repair. In addition, the work involves ensuring that certain City grounds are mowed, landscaped, and maintained, whether by City staff or contractors.

The work involves assisting the Director with the management and direction of crews performing maintenance and repair; identifying priorities and scheduling work orders; visiting job sites; coordinating with other Department Heads who supervise certain specialized facilities; advising subordinates; approving requisitions for parts; performing inspections on facilities; reviewing and providing recommendations for space planning; maintaining records and directing contractors. The employee is responsible for managing, organizing, assigning, and ensuring completed work is performed in conformance with established practice and policy. Additional guidance is provided through Federal, State, and local laws and ordinances, OSHA regulations, and Departmental and City policies and procedures. Work is evaluated through a work order system, performance appraisals and reports for accuracy, completeness, and adherence to policies and procedures. Supervision is exercised in coordination with the Director over Facility Maintenance Workers, Complex Maintenance Workers, and Contract Employees.

Essential Functions/Major Responsibilities:

- Manages work of skilled and semi-skilled workers performing maintenance and repair tasks in all the building trades such as HVAC, electrical, carpentry, electronics, fencing, and plumbing on City owned facilities; assigns work; inspects work; assists Director with coaching and counseling.
- Assists Director with management of “In-House” project process, which includes assessment of an overall facility and its design, mapping out potential redesign options, working with City Administration to select final designs and develop overall budget, assemble contractors, and oversee projects through successful completion.
- Makes recommendations regarding hiring, disciplinary actions, and terminations for employees under supervision of this position in the department.
- Recommends new construction and/or any changes in existing building structures. Works closely with various officials and department heads to ensure smooth operation and maintenance of all City facilities.
- Assists Director with management, coordination, and supervision of facility construction. May be required to create preliminary drawings for new construction and or remodeling projects for planning purposes. Work involves generating specifications and coordinating with staff to solicit contractor bids. Schedules construction work and tracks progress. Consults with users to evaluate desires versus allotted budget.
- Assists Director with management, coordination, and supervision of certain City grounds, including mowing, landscaping, litter management, debris removal, irrigation, pruning, and weed and pest control.
- Performs the duties of the Director when the Director is absent.
- Utilizes a computer and work order software system to manage, plan and schedule the work of crews; schedules work orders and preventative maintenance; identifies priorities to ensure maximum operation in buildings; makes decisions related to repair and cleaning.
- Visits job sites where maintenance and repair work is being performed; provides guidance, direction, and counsel to workers; reviews and approves completed work.
- Assists Director with management, coordination, and supervision of subcontracted work.
- Assists Director with budget preparation, development of recommendations to management, maintenance of list of City-owned assets, and management of City real estate portfolio.
- Participates in facility designs reviews and finish selection.
- Approves requests for requisitions related to parts for replacement; obtains competitive prices from contractors/vendors when needed; meets with contractors/vendors at work sites; obtains quotes; maintains accurate records of current numbers, costs, and other related expenditures.
- Assists Director with directing the work of contractors when needed; meets with contractors; explains needed services; oversees and inspects work performed.
- Performs inspections on City owned facilities and recreational building to ensure proper maintenance and repair.
- Assists with management of on-call duty for fires, burglar alarms, and other emergencies after hours; evacuates buildings; notifies proper authorities.

- Assists with management and organization of twenty-four hours (24), seven days a week operation for maintenance and repairs of city facilities and buildings.
- Assists with management of construction projects related to maintenance, repair, and installation of city facilities.
- Helps Director to purchase and negotiate contracts for furniture and other essential facility items in coordination with other City Department Heads.

Secondary Functions:

- Attends meetings of the City Council and other reviewing authorities when requested or in absence of the Director.
- Other duties as assigned.

Specific Job Skills:

Technical/Professional:

- Considerable knowledge of building electrical systems, such as codes, lighting, motors, motor controllers, distribution systems, fire alarms, and security systems.
- Considerable knowledge of building plumbing systems, such as codes, piping, fixtures, and sprinkler systems.
- Considerable knowledge of building HVAC systems, such as codes, cooling towers, boilers, pumps, air conditioning, ventilating, compressors, and heating.
- Considerable knowledge of carpentry, such as codes, materials, methods, and supplies.
- Considerable knowledge of electronics, such as codes, testing, and circuitry.
- Considerable knowledge of building mechanical systems, such as roofing, carpentry, flooring, hardware, and pumps.
- Considerable knowledge of and ability to implement best practices for mowing, landscaping, irrigation systems, and litter/debris removal.
- Considerable knowledge of proper methods for the disposal of hazardous waste in accordance with ADEM and EPA regulations.
- Considerable knowledge of NFPA, NEC and OSHA regulations.
- Related trade affiliations are a plus.
- Thorough knowledge of methods, materials, and equipment used in cleaning and caring for large buildings.
- Supervises and coordinates construction projects involving city buildings.
- Ability to review blueprints and make recommendations; develop cost estimates.
- Must be generally computer literate; must be able to use basic office software packages; must be able to utilize software to construct, modify and maintain spreadsheets (MS Excel); must be able to produce and modify documents in word processing software (MS Word); must be able produce slide shows in software applications for presentation needs (MS Power Point).
- Experience in supervision of subordinate employees preferred.

Managerial:

- Ability to inspect facilities and work being performed, identify problems, and suggest solutions.
- Ability to communicate effectively, both verbally and in writing.
- Ability to maintain accurate and complete records.
- Ability to use a computer with necessary software to manage a work order system, compile data, and produce reports.
- Skill at hiring, training, appraising, counseling, disciplining, and assignment of personnel.
- Skill at staff motivation.
- Skill at gathering and evaluating input for decision-making.
- Adept and diplomatic at managing relationships between subordinates and superiors (e.g., elected officials).
- Adept at managing relationships between subordinates and each other.
- Ability to manage scheduling, timekeeping, payroll functions at departmental level.
- Strong understanding of personnel policies and practices and ability to coach employees in these areas.
- Ability to manage scheduling and leave issues at the departmental level.

Job Scope:

- Decisions are made with reference to federal, state, and local law, as well as principles of good building science.
- Key player in preparation and implementation of plans, policies, and procedures for functioning facility Management in the City.
- Exercises creative initiative in identifying problems and needs, proposing, devising, and implementing (or supervising implementation of) solutions on a citywide basis, facility modifications, new construction and Green Building Initiative and Energy Conservation.
- Supervises Building and Grounds Supervisor and Maintenance and Complex Maintenance Personnel in the City buildings.

Interpersonal Contacts:

- All department employees (frequent, wide-ranging, complex).
- Department heads (frequent, related to facility).
- Elected and appointed officials (occasionally in absence of Director).
- Contractors (frequent, complex communications concerning code requirements to building issues).

Education and/or Experience:

- Associate degree in Facilities Management, Building Science, Engineering, or a related field from an accredited college; or a high school diploma or GED certificate issued by the appropriate state agency plus considerable related experience.
- A minimum of five years progressive experience overseeing construction and/or maintenance of multi-complex buildings and structures.

Job Conditions:

- Must maintain strong driving record for City insurance purposes.
- Normal office working conditions daily, as well as substantial field visits and work at job sites and exposure to dangerous conditions such as incomplete structures, noise, other project related hazards.
- Job may require occasional extended work hours and work on weekends.
- Working outside in varying weather conditions, including local natural disasters.
- Frequent interruptions and frequent evening meetings with short or no notice.
- Work exposes the employee to adverse weather conditions and hazards associated with traffic, electricity, chemicals, and fumes.
- Protective equipment is required such as gloves, safety glasses, safety shoes and a welding helmet.

Physical Capabilities:

- Work also requires some occasional heavy lifting and the ability to climb, stand, bend, and crawl while performing inspections and job site visits.
- Ability to communicate verbally and orally with the public.
- Ability to work on a computer for extended periods of time.
- Must be able to drive.
- Ability to travel.
- Stamina to work 12 – 14-hour days, 4 -5 times per month.

Mayor Approval, Date

Department Head Approval, Date



City of Madison

Job Description

Title: Building and Grounds Maintenance Technician Department: Facilities & Grounds

Nonexempt X Pay Grade 11 Reports to: Assistant Director

New Position X Position Change _____ Effective Date: 09/06/23

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:

This position develops, implements, and oversees the building maintenance and repair of all City-owned facilities and is responsible for the maintenance and remodeling of City facilities.

This employee performs manual work requiring physical strength in maintaining public buildings. Work requires journey-level skill in the operation of small to medium equipment. Position performs journey-level skilled building maintenance in city buildings. Position also performs journey-level skilled tasks in and ground landscape and maintenance.

Essential Functions/Major Responsibilities:

- Coordinates maintenance schedule for City facilities.
- Plans, organizes, directs, and inspects the work of building crews and contractors.
- Prepares reports and recommendations on current and proposed projects.
- Responds to complaints regarding facilities maintenance and takes appropriate action to resolve problems.
- Manually performs various facility maintenance projects, such as installing signage, plumbing, fixture work, locksmith, painting, and other similar tasks.
- Estimates labor and material costs, reviews plans and specifications and makes recommendations to the Director and Assistant Director on various facility projects for maintenance and improvements.
- May supervise non-employee workers performing community service and enforce compliance with safe working methods.
- Makes all City property safe for employees and public during adverse weather conditions (i.e., ice, snow, etc.) in a timely manner.
- Sets-up facility for various public events (from obtaining tables to determining the best lay-out of furniture and equipment).
- Enters labor and materials into the facility work order system.

- Communicates and follows up with managers and employees on status of work requests and projects.
- Ensures tools and supplies are available for city maintenance projects.
- Other duties as assigned.

Secondary Functions:

- Makes petty cash purchases as assigned.
- Assists with emergencies and severe weather.
- Assists departments citywide with various facility, equipment, materials, or delivery requests.
- Ensures that department vehicles and equipment are available and in good working condition.

Supervisory Responsibility:

None

Interpersonal Contacts:

- This position has contact with co-workers, plumbers, electricians, HVAC technicians, vendors, and members of the general public.
- The purpose of these contacts is to give or exchange information to resolve problems and provide services.

Specific Job Skills:

- Knowledge of general City operations.
- Knowledge of methods, materials, equipment, and operating practices involved in custodial, heating and air conditioning maintenance and repair, and building maintenance and repair work.
- Knowledge of applicable local, State and Federal building and trade regulations.
- Knowledge of hazards and safety principles involved in building maintenance and repair work.
- Knowledge of occupational health and safety, including accident causation and prevention.
- Knowledge of budget preparation principles.
- Knowledge of landscaping maintenance, repair, construction and horticulture projects, fertilization application procedures, building and ground maintenance procedures, plant diseases and insecticides.
- Knowledge of building and grounds maintenance equipment and supplies.
- Knowledge of plumbing and carpentry skills.
- Knowledge of locksmith skills.
- Skill in reading to understand written instructions, policies, and procedures.
- Skill in mathematical calculations to purchase needed supplies.
- Skill in project management, planning, organization, and prioritization skills.
- Ability to communicate with managers, employees, vendors, and the general public.
- Ability to complete routine forms.

Education and/or Experience:

- High school diploma required and Associate degree in construction management or a related field is highly preferred. College attendance or formal training to further education with emphasis on facility maintenance and landscape/horticulture required as a minimum.
- Five years of experience in building, construction, and maintenance operations.
- Reading skills to understand written instructions and product labels.
- Current valid driver's license, and good driving record required for use of city vehicle.
- Strong experience working in building maintenance and janitorial custodian field performing similar tasks to job responsibilities.
- Strong work history of dependability and performance.
- Willing to work nonstandard hours and overtime as required.

Job Conditions:

- Strong background record required, due to accessibility to employee and city property, confidential records, public and children.
- May require occasional overtime and weekend work.
- Must maintain a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Must wear appropriate safety attire and follow all safety precautions.
- Must be able to report to City Hall during adverse weather conditions to de-ice walkways, parking lots, etc. in a timely manner.

Physical Capabilities:

- Work is performed while intermittently sitting, standing, stooping, walking, bending, or crouching.
- The employee frequently lifts heavy objects, climbs ladders, and uses tools or equipment requiring a high degree of dexterity.
- Work is performed indoors and outdoors, occasionally in cold or inclement weather.
- The employee may be exposed to dust, dirt, grease, machinery with moving parts, and irritating chemicals, and occasional cold or inclement weather.
- Work requires the use of protective devices, such as masks, goggles, or gloves.

Mayor Approval, _____ Date

Department Head Approval, _____ Date



City of Madison

Job Description

Title: Administrative Assistant to the Department Head Department Facilities and Grounds

Exempt/Nonexempt N Pay Grade 8 Reports to Director

New Position X Position Change Effective Date 09/11/23

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 Assistant to the Department Head primarily provides support to the Department Head, completing various higher-level projects, processes and tasks assigned by the Department Head. Work requires a higher level of confidentiality, sensitivity, and good judgment. Responsibilities may also include work with budgeting, preparation of various documentation, development of reports and publications, performance of research and analysis, drafting correspondence, facilitation of departmental events and meetings, facilitation of contacts and follow-up, 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:

- Assist the director in research and preparation of various documents and updates, ordinances, resolutions, and other documents.
- Assist the director in developing departmental goals and procedures.
- Serves as Administrator of the Facilities & Grounds Department's work order system.
- Serves as departmental contact with outside agencies and other city departments.
- Meets with individuals, special interest groups and others on behalf of executives, committees, and boards of directors.
- Maintains various types of complex files.
- Prepares and maintains personnel, legal, and other records, and files of confidential or sensitive nature.
- Compiles and prepares a full range of documents; provides administrative assistance to prepare a wide array of letters, correspondence, administrative and public reports including statements, agenda, announcements, resolutions, ordinances, bid specifications, certificates, agreements, studies, plans, requisitions, and other correspondence.
- Maintains manuals and other data pertaining to City affairs.
- Maintains a calendar of events, and schedules for Director and Assistant Director.

- Maintains departmental portion of City website.
- Conducts special studies or assignment of a limited duration and nature; compiles data, summaries requiring data analysis; formats and prepares written reports and charts.
- Assist with asset inventory and insurance for department own City property.
- Communicates with the public, other City departments, vendors, suppliers, delivery people, professionals, businesses, applicants, and organizations to give and receive information.

Secondary Functions:

- Assist in answering the multi-line phone system.
- Other duties as assigned.

Job Scope:

- Performs duties with little direction given, operating from established directions and instructions.
- Decisions are made within general company policy constraints, but often require independent decision-making.
- Responsible for assisting in the budget preparation for department.

Supervisory Responsibility:

None

Interpersonal Contacts:

- Interact with fellow employees on a daily basis.
- Interact with the general public on a daily basis.
- Outside contacts include other government agencies at federal, state, and other manipulates.
- Vendors of both services and products purchased by this department, residents of the city.

Specific Job Skills:

- The ability to multitask and work at a fast pace to complete a high volume of work.
- Ability to work with confidential information and prioritize, coordinate, and organize work.
- Excellent interpersonal skills. Ability to interact with the public, Mayor and Council and others and provide information in a polite and courteous manner both in person and on the telephone.
- Considerable organizational skills.
- Considerable knowledge of general municipal agency operations and organizations.
- Considerable knowledge of office practices, procedures, and equipment.
- Writing skills to complete forms, compose correspondence and reports.
- Proficiency in Microsoft Word, Microsoft Excel and Microsoft Access
- Planning skills to develop schedules and budgets.
- Excellent written and oral communications skills.
- The ability to work independently with minimum supervision.

Education and/or Experience:

- A high school diploma is required, with additional education in office practices and computer applications preferred, and some college-work related to duties preferred.
- Five years of progressive, responsible administrative experience, including two years of experience reporting to a mid-level manager or executive preferred.
- Strong work history of dependability and performance.
- Current driver's license for city related errands.

Job Conditions:

- Ability to consistently demonstrate a high level of judgment and discretion required for maintaining confidential and sensitive information.
- Must maintain a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Strong background record required, due to accessibility to city property.
- Job may require occasional overtime and work on weekends.
- Must be able to work productively with frequent interruptions.
- Occasional work in an environment where there are fumes, temperature fluctuations, noise, poor ventilation, dirt, dust, and chemicals, etc.

Physical Capabilities:

- Sedentary work that involves sitting most of the time, some walking, standing bending and carrying items less than 25 pounds such as books, papers, office supplies, and file folders.
- Adeptness and speed in use of fingers and hands on repetitive operation of computer and other office machines.
- Ability to communicate verbally and orally with internal personnel as well as with the public.
- Ability to work on computer for periods of time.
- Ability to verbally communicate.
- Ability to operate all office equipment.
- Ability to travel.

Mayor Approval, _____ Date _____

Department Head Approval,
Date

RESOLUTION NO. 2023-235-R

A RESOLUTION TO ADOPT THE ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON, ALABAMA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AND ADOPTING POLICIES FOR THE IMPLEMENTATION OF SAID BUDGET.

WHEREAS, the Mayor, Finance Committee of the City Council, and the Finance Department have proposed a budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, the City Council of the City of Madison, Alabama, desires to adopt an official Annual Operating Budget for the City of Madison, Alabama, for the Fiscal Year 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting a regular session on the 25th day of September 2023, as follows:

1. The Fiscal Year 2024 Annual Operating Budget Documents provide for total use of Beginning Resources, Estimated Revenues and Other Financing Sources as follows:

A. General Fund	\$70,668,372
B. Special Revenue Funds	\$64,703,701
C. Debt Service Funds	\$19,834,000

2. The Fiscal Year 2024 Annual Operating Budget Documents provide for total Estimated Expenditures and Other Financing Uses as follows:

A. General Fund	\$70,668,372
B. Special Revenue Funds	\$64,703,701
C. Debt Service Funds	\$19,834,000

3. The authorized strength of the City's personnel for the 2024 fiscal year is hereby determined to be only those job positions authorized and budgeted for in the salary account (A/C # 1101-00) of each department's budget as of the 1st day of October 2023. Changes to the strength of the City's personnel or any changes to, or creation of, job positions within a department must first be approved by the Human Resource Committee of the City of Madison, Alabama, and then by a majority vote of the City Council of the City of Madison, Alabama.

The authorized strength of the Parks & Recreation Department's seasonal personnel is hereby determined to be established by a total dollar limit based on the combined total of salaries paid to seasonal personnel, not to exceed the budget amount established in the seasonal salary account (A/C # 1105-00) of the department.

4. Step increases for eligible employees of the City of Madison are hereby authorized and directed and said increases shall become effective and given in accordance with the terms and provisions of the amended Personnel Policies and Procedures.

5. A Cost-of-Living Adjustment (COLA) of three percent (3%) is hereby authorized and directed. The COLA shall become effective on Monday, the 2nd day of October 2023, and shall be given in accordance with the terms and provisions of the amended Personnel Policies and Procedures.
6. The IRS Standard Mileage Rate in place at the time of travel shall be the mileage rate authorized to reimburse City employees for City business trips in lieu of furnishing a City-owned vehicle.
7. All expenditures of City funds for labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property, involving thirty thousand dollars (\$30,000.00) or more, shall be purchased from vendor awarded bids by the North Alabama Cooperative Purchasing Association, National Intergovernmental Purchasing Alliance, Sourcewell Purchasing Cooperative (formerly the National Joint Powers Alliance), National Purchasing Partners, National Cooperative Purchasing Association, U.S. Communities Government Purchasing Alliance, Omnia Partners Public Sector, The Interlocal Purchasing System ("TIPS"), the State of Alabama, or the City of Madison's own bid. Exceptions are purchases exempt from the Competitive Bid Law of the State of Alabama.
8. All expenditures of one-hundred thousand dollars (\$100,000.00) or more of City funds for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise is subject to the State of Alabama Public Works Bidding Procedures located in Title 39 of the Code of Alabama.
9. All encumbrances outstanding as of September 30, 2023, are closed to the appropriate fund balances.
10. The Fiscal Policy of the City of Madison allows for Administrative Budget Adjustments. These adjustments occur on the department level. Department Heads may adjust line-items within their departments' budgets if the adjustments do not increase or decrease the department's total overall budget. However, the Finance Committee of the City Council of the City of Madison, Alabama, must review and approve any adjustments within a department more than six thousand five hundred dollars (\$6,500.00), any adjustments that increase or decrease the personnel services general ledger accounts (salaries, overtime, payroll taxes), and any increases or decreases to capital outlay line-items.
11. Budget adjustments that may cause a net change in the overall budget or changes in funding a capital project require approval by a majority vote of the City Council of the City of Madison, Alabama, except as noted in paragraph 14, below.
12. All travel and related expenditures for both employees and City Council members shall follow the guidelines in the Travel and Training Reimbursement Policies for the City of Madison, as adopted in Resolution 2022-41-R for City Council members and Resolution 2022-43-R for City Employees.

13. All purchases made with a City purchasing card, whether by employees or City Council members, shall follow the guidelines laid out in the Purchasing/Credit Card Policy for the City of Madison, Alabama, as amended by Resolution No. 2017-01-R on the 9th day of January 2017. For City Council member purchasing and card charges, in instances where Resolution No. 2017-01-R requires Department Head approval, the Finance Committee shall assume the responsibility of reviewing expenditures, and the Chair of the Finance Committee shall sign purchasing card authorization documents.
14. All appropriations to Outside Agencies shall follow the "Guidelines for Funding Outside Agencies" as approved by the Finance Committee of the City Council of the City of Madison, Alabama, on the 14th day of August 2023, by Resolution No. 2023-245-R.
15. The Director of Finance is hereby granted the authority to adjust said annual operating budget for any, and all, donations or grants accepted into the City by the Madison City Council. The vote by the Madison City Council to accept the donation or grant shall be the authorization to amend the annual operating budget. The Beginning Resources, Estimated Revenues, and Other Financing Sources section of the budget shall be adjusted for the donation or grant. In addition, the correct expenditure account line item within the Expenditures and Other Financing Uses section of the budget shall be adjusted for amount of donation or grant.
16. If the following conditions are satisfied, Mayor is hereby authorized to execute agreements and purchase orders with values less than that required for the competitive bidding as described in Sections 7 and 8 of Resolution No. 2023-235-R and applicable state law. The conditions for qualifying purchases under this Section C are as follows:
 - a) The City Council has authorized the expenditure in the FY 2024 budget, as set forth in this Resolution No. 2023-235-R.
 - b) The Department head requesting a purchase shall use reasonable best efforts to obtain the best price for purchases that qualify under this Section, but Department Heads are no longer required to seek multiple quotes for qualifying purchases under applicable bid law limits.
 - c) The Department Head requesting a purchase or contracting work below the applicable bid law limit submits the item for review to both the Legal Department and the Finance Department, and both departments must approve pursuant to applicable law and purchasing procedures before the purchase is made or contracting work performed.
 - d) That if the City Attorney advises that the City should enter an agreement for services or contracting work for qualifying purchases, then work will not begin until both the Mayor and vendor or contractor have signed an agreement approved as to form by the City Attorney.

- e) That any agreement or purchase made under this Section C shall be submitted to the Finance Committee for review, as well as the City Council for ratification, at their next regularly scheduled meeting.

READ, APPROVED AND ADOPTED this 25th day of September 2023.

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

ATTEST:

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

ADOPTED this _____ day of September 2023.

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

**GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2024 Initial Budget**

Description	Audited Actuals 9/30/21	Audited Actuals 9/30/2022	2023 Mid-Year Budget	Actuals as of 8/31/23	FY 2024 Initial Budget			
					Department Requested	Mayor Proposed	Finance Comm Proposed	Council Adopted
REVENUES								
Taxes	\$ 33,960,364	\$ 36,405,889	\$ 37,748,173	\$ 36,502,594	\$ 39,202,973	\$ 39,202,973	\$ 39,202,973	\$ -
Licenses and Permits	6,480,495	6,842,028	6,257,752	7,044,851	6,823,100	6,823,100	6,823,100	-
Intergovernmental	258,220	41,985	9,039,580	4,051,267	-	-	-	-
Charges for Services	2,077,587	2,798,524	2,168,165	2,483,792	2,417,255	2,417,255	2,417,255	-
Fines	700,564	700,202	900,000	951,310	825,000	825,000	825,000	-
Investment Earnings	113,465	155,256	540,000	930,225	800,000	800,000	800,000	-
Contributions and Donations	174,646	355,110	81,166	97,708	-	-	-	-
Other Revenues	705,074	737,065	1,094,340	1,788,174	796,050	796,050	796,050	-
TOTAL REVENUES	44,470,415	48,036,059	57,829,176	53,849,921	50,864,378	50,864,378	50,864,378	-
OTHER FINANCING SOURCES								
Transfers In & Sale of Fixed Assets	819,668	4,610,056	215,625	618,539	862,243	862,243	862,243	-
TOTAL OTHER FINANCING SOURCES	819,668	4,610,056	215,625	618,539	862,243	862,243	862,243	-
TOTAL REVENUES AND OTHER FINANCING SOURCES	45,290,083	52,646,115	58,044,801	54,468,460	51,726,621	51,726,621	51,726,621	-
EXPENDITURES								
010 - General Services	4,777,524	9,445,724	10,961,124	10,847,966	7,290,745	6,705,560	6,705,560	-
020 - Police Department	7,143,889	8,913,129	11,477,355	8,613,334	12,026,186	12,342,517	12,342,517	-
030 - Public Works Department	3,589,253	3,469,944	5,120,026	3,671,166	5,066,262	5,169,448	5,169,448	-
040 - City Clerk Department	376,162	373,520	527,178	375,544	483,719	485,631	485,631	-
050 - Parks & Recreation Department	2,529,287	3,981,365	6,290,116	4,151,005	6,652,806	6,690,472	6,690,472	-
060 - Fire & Rescue Department	6,019,092	6,560,218	7,787,877	6,950,525	8,528,383	8,644,030	8,644,030	-
070 - Planning / Economic Development Department	581,051	653,634	1,115,965	557,316	1,110,963	1,129,859	1,129,859	-
080 - Court Clerk Department	1,143,377	1,181,543	1,670,017	1,275,193	1,924,746	1,944,186	1,944,186	-
090 - City Council	234,435	198,420	287,060	138,041	299,796	299,796	299,796	-
100 - Finance Department	595,927	620,086	716,654	632,981	737,894	755,355	755,355	-
120 - Human Resources Department	5,184,164	5,665,274	7,330,801	5,700,384	8,140,644	7,596,877	7,596,877	-
130 - Mayor's Office	356,703	371,832	536,610	395,117	591,444	606,163	606,163	-
140 - Revenue Department	281,186	249,772	359,676	242,817	234,979	239,493	239,493	-
150 - Engineering Department	2,111,925	1,856,927	14,672,352	4,606,841	7,528,613	7,558,729	7,558,729	-
160 - Senior Center Division	292,029	380,064	478,756	306,505	519,003	515,207	515,207	-
170 - Buildings & Ground Control	-	-	-	-	2,455,175	2,228,428	2,228,428	-
180 - Information Technology Department	661,517	932,909	1,106,848	861,770	1,052,732	1,065,585	1,065,585	-
190 - Legal Department	472,354	463,268	580,901	498,900	568,894	580,201	580,201	-
200 - Building Services Department	914,707	1,043,182	1,503,981	954,911	935,483	960,835	960,835	-
TOTAL EXPENDITURES	37,264,582	46,360,811	72,523,297	50,780,316	66,148,467	65,518,372	65,518,372	-
OTHER FINANCING USES								
Transfers Out	620,000	677,500	5,874,000	5,874,200	3,650,000	5,150,000	5,150,000	-
TOTAL OTHER FINANCING USES	620,000	677,500	5,874,000	5,874,200	3,650,000	5,150,000	5,150,000	-

**GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2024 Initial Budget**

Description	Audited Actuals 9/30/21	Audited Actuals 9/30/2022	2023 Mid-Year Budget	Actuals as of 8/31/23	FY 2024 Initial Budget			
					Department Requested	Mayor Proposed	Finance Comm Proposed	Council Adopted
TOTAL EXPENDITURES AND OTHER FINANCING USES	37,884,582	47,038,311	78,397,297	56,654,516	69,798,467	70,668,372	70,668,372	-
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) TOTAL EXPENDITURES AND OTHER FINANCING USES	7,405,501	5,607,804	(20,352,496)	(2,186,056)	(18,071,846)	(18,941,751)	(18,941,751)	-
FUND BALANCE - BEGINNING OCT 1	19,540,770	27,176,618	32,784,422	32,784,422	32,784,422	32,784,422	32,784,422	-
ASSIGNED - (15% of total revenues - by Ordinance)	6,793,512	7,896,917	8,706,720	8,170,269	7,758,993	7,758,993	7,758,993	-
UNASSIGNED	20,152,759	24,887,505	3,725,206	22,428,097	6,953,583	6,083,678	6,083,678	-
FUND BALANCE - SEPTEMBER 30	\$ 26,946,271	\$ 32,784,422	\$ 12,431,926	\$ 30,598,366	\$ 14,712,576	\$ 13,842,671	\$ 13,842,671	\$ -
Fund Balance as percent of Estimated Revenues and Other Financing Sources	59.50%	62.27%	21.42%	52.72%	28.44%	26.76%	26.76%	#DIV/0!

SPECIAL REVENUE FUNDS
FY 2024 Initial Budget
SUMMARY
Part 1 of 2

Description	Storm Water User Fee Fund #11	1/2 cent Sales Tax Capital Replacement Fund #12	1/2 cent Sales Tax Neighborhood Repaving Fund #13	Gas Tax Fund #20	TVA Tax Fund #22	FORBEARANCE Street Repair & Maintenance Fund #29	Town Madison Cooperative District #37	General Capital Improvement Fund #38	Library Fund #70
REVENUES									
TVA Tax Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -
Motor Fuel (Gas Taxes)	-	-	-	2,344,580	-	-	-	-	-
Property Taxes - 1/2 mil (for library)	-	-	-	-	-	-	-	-	565,000
Property Taxes - 5 1/2 mil (for debt)	-	-	-	-	-	-	-	-	-
Property Taxes - Town Madison Cooperative District	-	-	-	-	-	-	303,357	-	-
Sales Taxes - 1/2 cent - General Obligation Debt	-	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Passed 2013	-	1,281,250	1,281,250	-	-	-	-	-	-
Sales Taxes - 2 Cent - Shoppes of Madison	-	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Shoppes of Madison	-	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013	-	-	-	-	-	-	-	-	-
Sales Taxes - Town Madison Cooperative District	-	-	-	-	-	-	2,134,964	-	-
Sales Taxes - Venue	-	-	-	-	-	-	-	-	-
Liquor Taxes - Venue	-	-	-	-	-	-	-	-	-
Liquor Taxes - Town Madison Cooperative District	-	-	-	-	-	-	303,001	-	-
Lodging Taxes - Venue	-	-	-	-	-	-	-	-	-
Lodging Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	-
Business Licenses	-	-	-	-	-	-	-	-	-
Venue Operations Revenue	-	-	-	-	-	-	-	-	-
Fines	-	-	-	-	-	-	-	-	-
Intergovernmental (Grants)	-	435,454	-	-	-	-	-	988,000	-
Storm Water Fees	330,000	-	-	-	-	-	-	-	-
Investment Earnings	7,500	7,500	7,500	65,000	30	2,000	13,500	65,000	7,500
Contributions and Donations	-	320,000	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	50,000	-	-	-
TOTAL REVENUES	337,500	2,044,204	1,288,750	2,409,580	80,030	52,000	2,754,822	1,053,000	572,500
OTHER FINANCING SOURCES									
Transfers In	-	1,143,595	250,000	150,000	-	-	-	15,620,000	650,000
TOTAL OTHER FINANCING SOURCES	-	1,143,595	250,000	150,000	-	-	-	15,620,000	650,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	337,500	3,187,799	1,538,750	2,559,580	80,030	52,000	2,754,822	16,673,000	1,222,500
EXPENDITURES									
General Administration	-	-	-	-	52,000	-	1,500	-	1,158,823
Police Department	-	-	-	-	-	-	-	-	-
Public Works Department	-	-	-	1,317,500	-	95,000	-	-	-
Fire Department	-	-	-	-	-	-	-	-	-
Engineering Department	346,260	-	1,253,000	360,000	-	-	-	-	-
Senior Center	-	-	-	-	-	-	-	-	-
Capital Outlay	-	3,303,129	-	-	-	-	-	27,870,000	-
TOTAL EXPENDITURES	346,260	3,303,129	1,253,000	1,677,500	52,000	95,000	1,500	27,870,000	1,158,823
OTHER FINANCING USES									
Transfers Out	-	-	-	-	28,030	-	3,484,457	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING USES	-	-	-	-	28,030	-	3,484,457	-	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	346,260	3,303,129	1,253,000	1,677,500	80,030	95,000	3,485,957	27,870,000	1,158,823
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)	(8,760)	(115,330)	285,750	882,080	-	(43,000)	(731,135)	(11,197,000)	63,677
BEGINNING FUND BALANCE - OCTOBER 1	316,084	760,950	673,578	3,557,824	4,981	52,635	2,078,158	10,288,737	319,048
ENDING FUND BALANCE - SEPTEMBER 30	\$ 307,324	\$ 645,620	\$ 959,328	\$ 4,439,904	\$ 4,981	\$ 9,635	\$ 1,347,023	\$ (908,263)	\$ 382,725

SPECIAL REVENUE FUNDS
FY 2024 Initial Budget
SUMMARY
Part 2 of 2

Description	General Obligation Bond Collection Fund #71	Multi-Purpose Venue Capital Maintenance Fund #73	Municipal Court Fund #74	Multi-Purpose Venue Bond Collection Fund #75	Municipal Government Capital Improvement Fund #76	Federal Forfeiture Fund #77	State Forfeiture Fund #80	CPR Fund #82	TOTAL FY 2024 INITIAL BUDGET
REVENUES									
TVA Tax Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Motor Fuel (Gas Taxes)	-	-	-	-	-	-	-	-	2,344,580
Property Taxes - 1/2 mil (for library)	-	-	-	-	-	-	-	-	565,000
Property Taxes - 5 1/2 mil (for debt)	5,515,715	-	-	-	-	-	-	-	5,515,715
Property Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	303,357
Sales Taxes - 1/2 cent - General Obligation Debt	5,125,000	-	-	-	-	-	-	-	5,125,000
Sales Taxes - 1/2 Cent - Passed 2013	2,562,500	-	-	-	-	-	-	-	5,125,000
Sales Taxes - 2 Cent - Shoppes of Madison	1,788,227	-	-	-	-	-	-	-	1,788,227
Sales Taxes - 1/2 Cent - Shoppes of Madison	447,056	-	-	-	-	-	-	-	447,056
Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013	223,526	-	-	-	-	-	-	-	223,526
Sales Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	2,134,964
Sales Taxes - Venue	-	-	-	564,260	-	-	-	-	564,260
Liquor Taxes - Venue	-	-	-	55,009	-	-	-	-	55,009
Liquor Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	303,001
Lodging Taxes - Venue	-	-	-	2,316,838	-	-	-	-	2,316,838
Lodging Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	-
Business Licenses	-	-	-	7,000	-	-	-	-	7,000
Venue Operations Revenue	-	-	-	1,035,000	-	-	-	-	1,035,000
Fines	-	-	217,500	-	-	-	-	-	217,500
Intergovernmental (Grants)	-	-	-	-	-	-	-	-	1,423,454
Storm Water Fees	-	-	-	-	-	-	-	-	330,000
Investment Earnings	250,000	80,000	15,000	43,000	145,000	-	3,500	-	712,030
Contributions and Donations	-	-	-	-	-	-	-	3,545	323,545
Other	-	-	-	-	520,000	-	18,000	-	588,000
TOTAL REVENUES	15,912,024	80,000	232,500	4,021,107	665,000	-	21,500	3,545	31,528,062
OTHER FINANCING SOURCES									
Transfers In	-	300,000	-	-	-	-	-	-	18,113,595
TOTAL OTHER FINANCING SOURCES	-	300,000	-	-	-	-	-	-	18,113,595
TOTAL REVENUES AND OTHER FINANCING SOURCES	15,912,024	380,000	232,500	4,021,107	665,000	-	21,500	3,545	49,641,657
EXPENDITURES									
General Administration	15,000	600,000	-	135,000	-	-	-	-	1,962,323
Police Department	-	-	-	-	-	4,000	224,000	-	228,000
Public Works Department	-	-	-	-	-	-	-	-	1,412,500
Fire Department	-	-	-	-	-	-	-	3,700	3,700
Engineering Department	-	-	-	-	-	-	-	-	1,959,260
Senior Center	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	31,173,129
TOTAL EXPENDITURES	15,000	600,000	-	135,000	-	4,000	224,000	3,700	36,738,912
OTHER FINANCING USES									
Transfers Out	7,421,595	-	160,000	-	4,000,000	-	-	-	15,094,082
Transfers Out	7,729,917	2,000,000	-	3,140,790	-	-	-	-	12,870,707
TOTAL OTHER FINANCING USES	15,151,512	2,000,000	160,000	3,140,790	4,000,000	-	-	-	27,964,789
TOTAL EXPENDITURES AND OTHER FINANCING USES	15,166,512	2,600,000	160,000	3,275,790	4,000,000	4,000	224,000	3,700	64,703,701
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)									
TOTAL EXPENDITURES AND OTHER FINANCING USES	745,512	(2,220,000)	72,500	745,317	(3,335,000)	(4,000)	(202,500)	(155)	(15,062,044)
BEGINNING FUND BALANCE - OCTOBER 1	\$ 18,815,117	3,923,162	800,529	5,104,185	5,068,694	4,221	224,000	26,812	52,018,715
ENDING FUND BALANCE - SEPTEMBER 30	\$ 19,560,629	\$ 1,703,162	\$ 873,029	\$ 5,849,502	\$ 1,733,694	\$ 221	\$ 21,500	\$ 26,657	\$ 36,956,671

DEBT SERVICE FUNDS
CITY OF MADISON & MADISON CITY SCHOOLS
SUMMARY
FY 2024 Initial Budget

Description	CITY FY 2023 Debt Service Fund #48	SCHOOL FY 2023 Debt Service Fund #46	TOTAL FY 2023 BUDGET
OTHER FINANCING SOURCES			
Transfers In - <i>from Fund #71</i>	\$ 7,729,917	\$ -	\$ 7,729,917
Transfers In - <i>from Fund #37</i>	3,484,457	-	\$ 3,484,457
Transfers In - <i>from Fund #75</i>	3,138,303	-	3,138,303
Transfers In - <i>from School System</i>	-	5,481,323	5,481,323
TOTAL OTHER FINANCING SOURCES	14,352,677	5,481,323	19,834,000
DEBT SERVICE			
Interest Expense	6,832,677	2,491,323	9,324,000
Payment on Debt	7,520,000	2,990,000	10,510,000
TOTAL DEBT SERVICE	14,352,677	5,481,323	19,834,000
TOTAL OTHER FINANCING SOURCES OVER (UNDER) TOTAL DEBT SERVICE	\$ -	\$ -	\$ -

RESOLUTION NO. 2023-317-R**A RESOLUTION AUTHORIZING VIDEO RECORDING AND
ARCHIVING OF THE SEPTEMBER 19, 2023, CITY COUNCIL WORK
SESSION**

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the September 19, 2023, City Council Work Session shall be archived and made available for subsequent viewing.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 25th day of September 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROPOSED ORDINANCE NO. 2023-243

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

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

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

STATE OF ALABAMA
COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

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

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

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

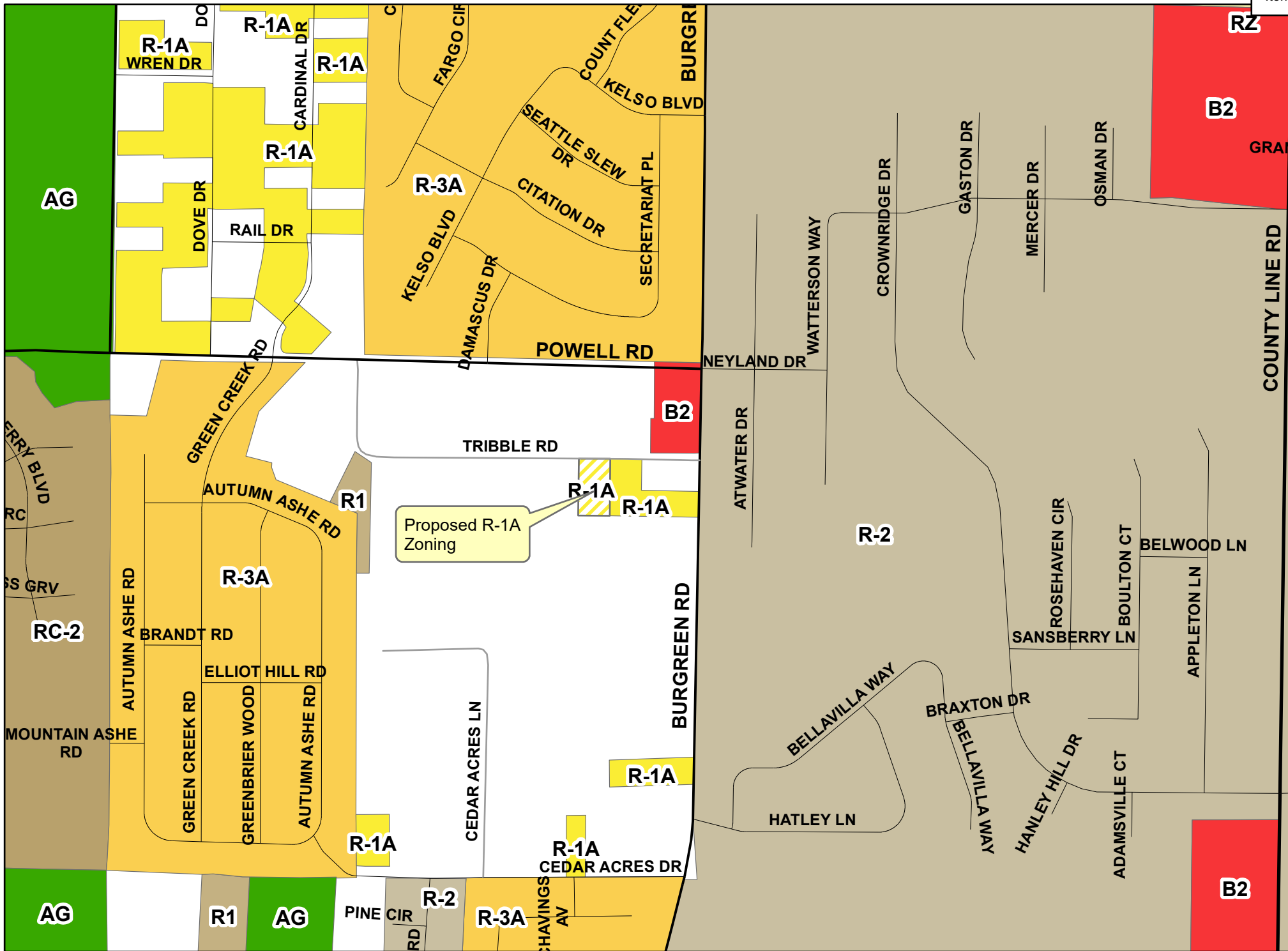
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Zoning R-1A

RESOLUTION NO. 2023-259-R

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

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

<u>Property Address</u>	<u>Parcel ID No.</u>
180 DUSTY TRL MADISON AL 35758	41232

WHEREAS, the City abated the public nuisances at the City's expense in accordance with the City's Local Weed Abatement Act; and

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

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

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

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

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

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

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
180 DUSTY TRL MADISON,AL 35758	41232	\$669.70

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

READ, PASSED, AND ADOPTED this the 25th day of September 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2023.

Paul Finley, Mayor
City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 25th day of September 2023.

Witness my hand and seal of office this ____ day of September 2023.

Lisa D. Thomas, City Clerk-Treasurer



Redstone Rocket/Madison County

-Proof-

Date: 6/14/2023 Account #: AP276880 Company Name: CITY OF MADISON-CITY CL Contact: Address: 100 HUGHES RD City: MADISON State: AL Telephone: 256-772-5650 Fax:	Publications: Madison County Record, Madison Weekly Online
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Ad ID: 548769 Run Dates: 06/21/2023 to 06/21/2023 Ad Class: 1 Columns wide: 1 Total # of Lines: 47 Account Rep: Susan Price Phone #: 256-382-7490 Email: SUSAN@TNVALLEYSTUFF.COM Total Cost: \$122.70 Paid Amount: \$0.00 Total Due: \$122.70
Error Responsibility Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.

Your ad
Enlarged

PUBLIC NOTICE

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

Property: 180 Dusty Trl, Madison AL 35758
PPIN: 41232

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

06/21/23
 ADID 548769

Daily Newspapers

Decatur Daily
 Times Daily

Community Newspapers

Advertiser-Glean
 TN Valley Stuff
 Courier Journal
 Hartselle Enquirer

Online

Reach 256

Madison Record
 Moulton Advertiser
 Redstone Rocket
 Franklin County Times

Order any combination! Call today for details



INVOICE 8527

DATE	TERMS
07/31/23	Net 30
PO#	
SALES REP	
Marina Rodriguez	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#3119 - Bush Hog 180 Dusty Trail #1	\$300.00

Bush hog overgrown lot

Completed Date - 7/23/2023

Sales Tax	\$0.00
Invoice Total	\$300.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$300.00

Thank you for the opportunity to be of service

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

If you have any questions, please call 256-536-2116, or email
service@alabamalawnmasters.com



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

09/05/2023

THEUSH, DENNIS AND LINDA
180 DUSTY TRL
MADISON, AL 35758

Re: 180 DUSTY TRL
Parcel No. 41232

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 9000 64

Ladies and Gentlemen:

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

Please be advised that the City Council will hold a hearing on September 25th, 2023 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

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

Sincerely,

Dustin Riddle
Enforcing Official

RESOLUTION NO. 2023-289-R

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

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

<u>Property Address</u>	<u>Parcel ID No.</u>
8135 Old Madison Pike	42076

WHEREAS, the City abated the public nuisances at the City's expense in accordance with the City's Local Weed Abatement Act; and

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

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

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

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

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

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

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>

8135 Old Madison Pike	42076	\$545.25
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Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the properties are located. Upon filing, the Revenue Commissioner shall add the amount of the weed liens to the ad valorem tax bill for the properties and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 25th day of September, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September, 2023.

Paul Finley, Mayor
City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 25th day of September 2023.

Witness my hand and seal of office this ____ day of September 2023.

Lisa D. Thomas, City Clerk-Treasurer



Building Department – Code Enforcement Division
 100 Hughes Rd
 Madison, AL 35758
 Ulises Acuna 256-772-5671

Owner: McCrary, Rhonda and Londa McCrary
8135 Old Madison Pike
Madison / AL 35758

Letter Date: 05/31/23

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

CASE #: 23-398

PPIN/PARCEL NO#: 42076

Property in Violation: 8135 Old Madison Pike Madison / AL 35758

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

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

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

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

A hearing is currently scheduled for: June 21, 2023 at 1:00 p.m. in the Lower Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as a part of the City's public records.

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

Sincerely, , Code Enforcement Officer

CC: Dustin Riddle, Enforcing Official

mail

-Proof-

Date: 6/1/2023 Account #: AP276880 Company Name: CITY OF MADISON-CITY CL Contact: Address: 100 HUGHES RD City: MADISON State: AL Telephone: 256-772-5650 Fax:	Publications: Madison County Record, Madison Weekly Online
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

Ad ID: 546710 Run Dates: 06/07/2023 to 06/07/2023 Ad Class: 1 Columns wide: 1 Total # of Lines: 46 Account Rep: Susan Price Phone #: 256-382-7490 Email: SUSAN@TNVALLEYSTUFF.COM Total Cost: \$123.25 Paid Amount: \$0.00 Total Due: \$123.25
<p>Error Responsibility</p> <p>Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.</p>

PUBLIC NOTICE

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

Property: 8135 Old Madison Pike
Madison AL 35758
PPIN: 42076

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

06/07/23
 ADID 546710

Daily Newspapers

Decatur Daily
 Times Daily

Community Newspapers

Advertiser-Glean
 TN Valley Stuff
 Courier Journal
 Hartselle Enquirer

Online

Reach 256

Order any combination! Call today for details



INVOICE 7155

DATE	TERMS
06/30/23	Net 30
PO#	
SALES REP	
Shane Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL

PROPERTY INFORMATION
CE - 8135 Old Madison Pike 8135 Old Madison Pike madison, AL 35758

DESCRIPTION	PRICE
#2951 - One Time Mow and Trim - Code Enforcement	\$175.00

One Time Mow and Trim - Code Enforcement

Completed Date - 6/28/2023

Sales Tax	\$0.00
Invoice Total	\$175.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$175.00

Thank you for the opportunity to be of service

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

If you have any questions, please call 256-536-2116, or email
service@alabamalawnmasters.com



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

08/22/2023

McCrary, Rhonda and Londa McCrary
8135 Old Madison Pike
Madison, AL 35758

Re: 8135 Old Madison Pike
Parcel No. 42076

Via First Class Mail and Certified Mail No.

Ladies and Gentlemen:

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

Please be advised that the City Council will hold a hearing on September 25, 2023 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

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

Sincerely,

Dustin Riddle
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT

CODE ENFORCEMENT DIVISION

100 HUGHES RD

MADISON, AL 35758

WWW.MADISONAL.GOV

Itemized Statement of Expenses**08/22/2023**

Re: **8135 OLD MADISON PIKE**
 Parcel No. **42076**

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

Cost of Labor	\$175
Value of Use of Equipment	N/A
Advertising Expenses	\$123.25
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$545.25

Dustin Riddle
 Enforcing Official

RESOLUTION NO. 2023-309-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR BJ'S WHOLESALE CLUB INC., D/B/A BJ'S WHOLESALE CLUB STORE # 236

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing an off-premises beer and wine license to **BJ'S WHOLESALE CLUB INC.** doing business as **BJ'S WHOLESALE CLUB STORE # 236** which has applied for said license for its location at 165 Graphics Drive; and

WHEREAS, the Revenue Director has received written approval for the application of **BJ'S WHOLESALE CLUB INC.** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premises beer and wine license to **BJ'S WHOLESALE CLUB INC.** for its 165 Graphics Drive 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 **BJ'S WHOLESALE CLUB INC.** doing business as **BJ'S WHOLESALE CLUB STORE # 236**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of September 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5628
WWW.MADISONAL.GOV

Date: September 12, 2023
To: Mayor & City Council
From: Ivon Williams
Deputy Revenue Officer, Revenue Department
Subject: BJ'S Wholesale Club Inc.
DBA: BJ'S Wholesale Store #236
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for BJ'S Wholesale Club Inc., doing business as BJ'S Wholesale Store #236, in regard to their application for an Off-Premises Beer and Wine License for their location at 165 Graphics Drive, Madison, AL 35758.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is because it is a new business in the City of Madison.

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

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: BJ'S WHOLESALE INC

Business Name: BJ'S WHOLESALE STORE #236

Business Location: 165 GRAPHICS DRIVE, MADISON, AL 35758

Mailing Address: _____

Phone: _____

APPLICATION FEE:

Date Paid: 8/30/2023 Amount: \$ 100.00 Receipt #: _____

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: AUG 31, 2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Bekky Ruffe Title ID Secretary

Date Completed: 9-12-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: AUG 31, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Thm A L Title Inspector

Date Completed: 8-31-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: AUGUST 31, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Ken Howard Title Inspector

Date Completed: 8/31/23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 8/30/2023

Date Placed: 8/30/2023 Newspaper: 9/6/2023

Publication Fee Paid: \$ 184

Date Paid: 8/30/2023 Receipt #: _____

Date of Public Hearing: _____

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

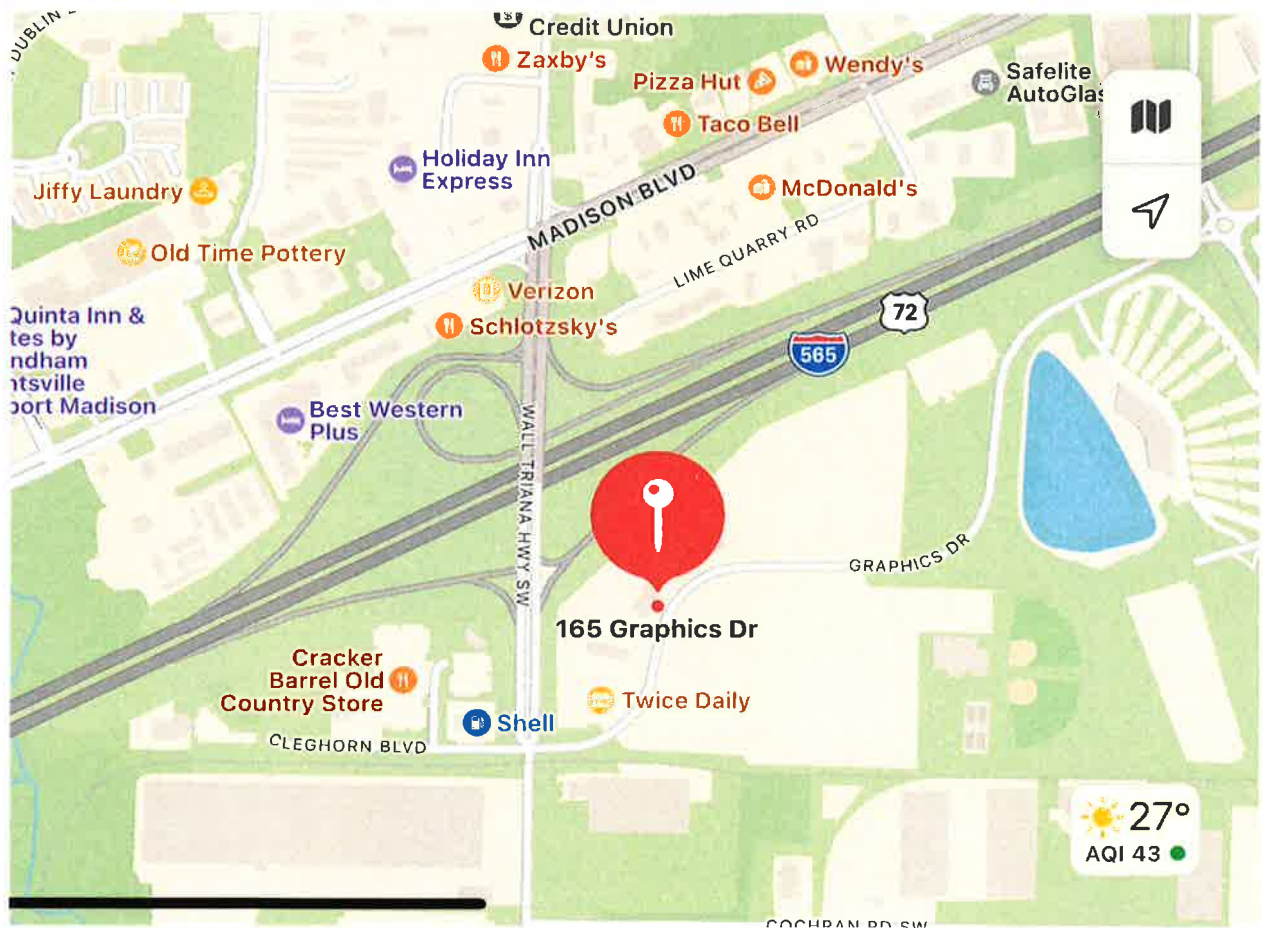
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-310-R

**A RESOLUTION APPROVING A LOUNGE RETAIL LIQUOR LICENSE- CLASS II FOR
BJ'S WHOLESALE CLUB INC., D/B/A BJ'S WHOLESALE CLUB STORE # 236**

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing a lounge retail liquor license-class two to **BJ'S WHOLESALE CLUB INC.** doing business as **BJ'S WHOLESALE CLUB STORE # 236** which has applied for said license for its location at 165 Graphics Drive; and

WHEREAS, the Revenue Director has received written approval for the application of **BJ'S WHOLESALE CLUB INC.** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC lounge retail liquor license class two to **BJ'S WHOLESALE CLUB INC.** for its 165 Graphics Drive 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 liquor license to **BJ'S WHOLESALE CLUB INC.** doing business as **BJ'S WHOLESALE CLUB STORE # 236**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of September 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5628
WWW.MADISONAL.GOV

Date: September 12, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: BJ'S Wholesale Club Inc.
DBA: BJ'S Wholesale Store #236 (Suite A)
Lounge Retail Liquor – Class II (Package)

Please find attached a copy of the checklist for BJ'S Wholesale Club Inc., doing business as BJ'S Wholesale Store #236, in regard to their application for a Lounge Retail Liquor – Class II (Package) License for their location at 165 Graphics Drive Suite A, Madison, AL 35758.

The reason that this business is applying for a Lounge Retail Liquor – Class II (Package) License at this time is because it is a new business in the City of Madison.

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

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: BJ'S WHOLESALE INC

Business Name: BJ'S WHOLESALE STORE #236 SUITE A

Business Location: 165 GRAPHICS DRIVE, MADISON, AL 35758

Mailing Address: _____

Phone: _____

APPLICATION FEE:

Date Paid: 8/30/2023 Amount: \$ 100.00 Receipt #: _____

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: AUG 31, 2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Ruffa Title: ID Secretary

Date Completed: 9-12-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: AUG 31, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title: Inspector

Date Completed: 8-31-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: AUGUST 31, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title: Inspector

Date Completed: 8/31/23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 8/30/2023Date Placed: 8/30/2023 Newspaper: 9/6/2023Publication Fee Paid: \$ 184Date Paid: 8/30/2023 Receipt #: _____

Date of Public Hearing: _____

Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

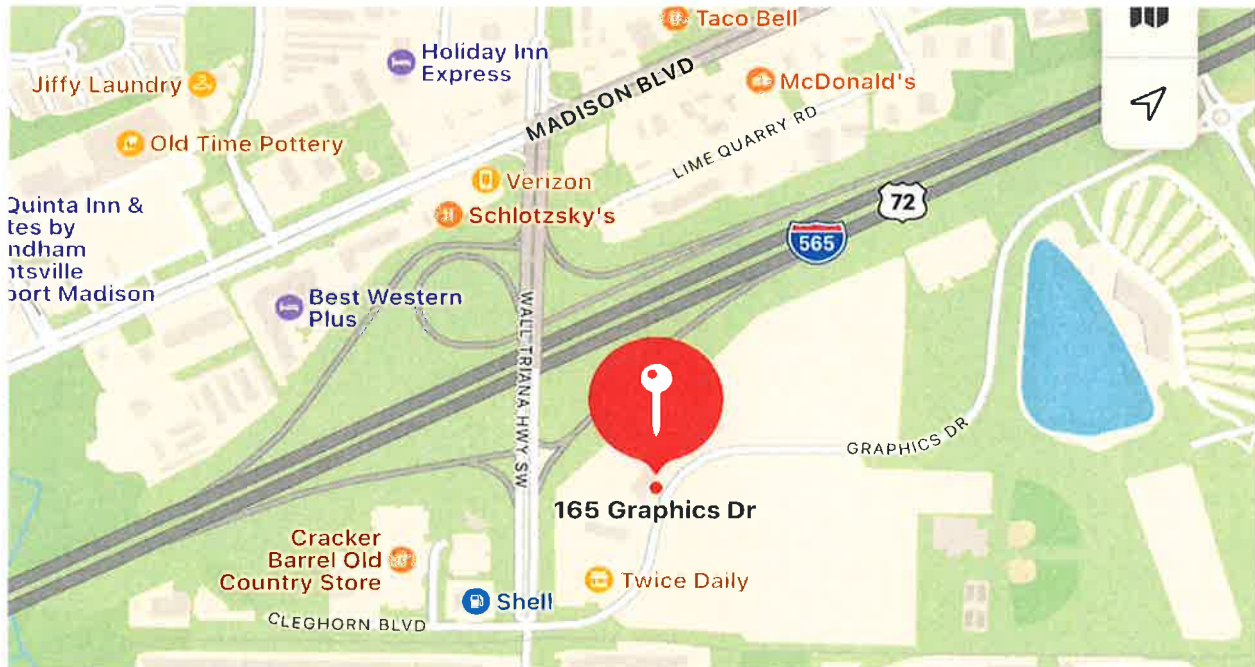
Issuance Date: _____

By: _____

License #: _____



Figure 1 165 Graphics Drive Suite A



RESOLUTION NO. 2023-249-R

**A RESOLUTION AUTHORIZING AN
AGREEMENT WITH MADISON UTILITIES TO PLACE METER READERS ON CITY
UTILITY POLES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that Mayor is authorized to sign on behalf of the City of an Agreement with the Water and Waste Board of Madison, Alabama (herein "MU"), a municipal public utility board created by the City of Madison, Alabama, allowing MU to place meter readers on existing City utility poles, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Antenna Attachment 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.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of September 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023.

Paul Finley, Mayor
City of Madison, Alabama

ANTENNA ATTACHMENT AGREEMENT

This Antenna Attachment Agreement (“Agreement”) is made as of this ____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF MADISON, an Alabama municipal corporation, 100 Hughes Road, Madison, Alabama 35758 (“CITY”), and the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, an Alabama public corporation (“MU”).

RECITALS

WHEREAS, MU is an Alabama public corporation organized and incorporated by the CITY to provide water and wastewater services to customers lying within its Service Area, including the corporate limits of the City of Madison; and

WHEREAS, MU operates under a franchise agreement granted by the CITY for the operation of water and wastewater utility systems in the CITY, most recently pursuant to City Ordinance No. 2015-78 (the “Franchise Ordinance” or “Franchise Agreement”); and

WHEREAS, the CITY owns and operates certain streetlights on City-owned Light Poles located within the corporate limits of the CITY (as hereinafter defined); and

WHEREAS, MU has need of access to the CITY’s street light poles for the installation, maintenance and operation of certain antennas (as hereinafter defined); and

WHEREAS, subject to the terms and conditions of this Agreement, the CITY is willing to allow MU to use City-owned Light Poles for MU’s Antennas (as defined below).

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

1.1 “Agency” means any governmental agency or quasi-governmental agency other than CITY or MU, including the FCC and the PUC.

1.2 “Agreement” means this Attachment Agreement.

1.3 “Antennas” means antenna and accessory equipment for receiving and/or transmitting data by antenna, radio, or other similar media in connection with its adoption of a process for remote reading of utility meters via radio transmissions.

1.4 “Fee” means any assessment, license, charge, fee, imposition, tax or levy lawfully imposed by any governmental body.

1.5 "Laws" means any and all judicial decisions, statutes, constitutions, ordinances, resolutions, regulations, rules, tariffs, administrative orders, certificates, orders, or other requirements of any Agency having joint or several jurisdiction over the parties to this Agreement, including, without limitation, the National Electrical Safety Code and the National Electric Code, in effect either at the time of execution of this Agreement or at any time during the presence of Antennas in the Public Right-of-Way.

1.6 "Light Pole" or "City-owned Light Pole" means the street light poles installed, owned, maintained, and operated by the City of Madison within the Public Right-of-Way, including any Replacement Light Pole approved and accepted by the City.

1.7 "Person" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, and any other form of business association.

1.8 "Provision" means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Agreement that defines or otherwise controls, establishes, or limits the performance required or permitted by either party to this Agreement. All Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

1.9 "Safety Regulation" means any and all safety-related judicial decisions, statutes, constitutions, ordinances, resolutions, regulations, rules, tariffs, administrative orders, certificates, orders, or other requirements of any Agency having joint or several jurisdiction over the parties to this Agreement, including, without limitation, the Occupational Safety and Health Administration, in effect either at the time of execution of this Agreement or at any time during the presence of Antennas in the Public Right-of-Way.

2. TERM. This initial term of this Attachment Agreement shall commence on the "Effective Date" for a period of ten (10) years. If no actions are taken by the parties to terminate the agreement upon the termination of the term, the agreement shall automatically renew for one additional ten (10) year term.

3. SCOPE OF AGREEMENT.

3.1 General Scope of Rights. Any and all rights expressly granted to MU under this Agreement, which shall be exercised at MU's sole cost and expense, shall be subject to the prior and continuing right of CITY to use the City-owned Light Poles, and further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title which may affect the City-owned Light Poles.

3.2 Prior Review and Approval. MU shall present the City with a map designating the proposed locations for antennas, picture(s) substantially depicting the model of antennas proposed for the installation and detail the number of antenna(s) to be installed no

later than thirty (30) days in advance the proposed installation. The City shall have fourteen (14) days to review MU's installation plan and provide MU approval or denial of the plan. Furthermore, the City may condition approval of the installation plan upon the City's required changes to the installation plan. In the event that the City takes no action within thirty (30) days from submission of an installation plan, it shall be deemed that the City approves said plan.

3.3 Specific Attachment Rights. CITY hereby authorizes and permits MU to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace antennas on City-owned Light Poles. Any work performed pursuant to the rights granted under this Attachment Agreement shall be subject to the prior review and approval of the CITY. MU shall perform all work in a good and workmanlike manner and shall ensure that Antennas installed by MU are safe and free of material defect in workmanship, material and design. MU shall maintain, at its sole cost and expense, all Antennas in good and safe condition and repair.

3.4 Non-Interference. Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, MU shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, poles, aerial and underground electric, lighting fixtures, luminaires, cable television, and other telecommunications and CITY property without the express written approval of the owner or owners of the affected property or properties. Similarly, CITY shall not install or operate any equipment or engage in any activity that will create interference for MU's Antennas.

3.5 Compliance with Laws. MU shall comply with all applicable Laws, and shall obtain and comply with all applicable permits, franchise agreements, right-of-way agreements, and other conditions or restrictions applicable to the Facilities, in the exercise and performance of its rights and obligations under this Agreement.

3.6 Compliance with Safety Regulations. MU shall comply with all applicable Safety Regulations including specifically and without reservation or limitation those of the Occupational Safety and Health Administration of the United States Department of Labor, in the exercise and performance of its rights and obligations under this Agreement. MU shall provide to CITY, upon request of the CITY, certification from an independent testing laboratory confirming the radio-frequency energy emitted by any Antenna installed on City-owned Light Poles is below the maximum standard threshold level established for safe human approach and contact.

4. FEES AND TAXES.

4.1 MU Responsible for Applicable Fees. MU shall be solely responsible for the payment of all lawful Fees in connection with the exercise of MU's rights under this Agreement.

4.2 Monthly Fees for Use of City-owned Light Poles.

\$25.00 per attached Antenna per month, paid annually in arrears.

Initial monthly fees for each attached Antenna shall be due and payable at the end of the CITY's fiscal year and shall be due for only the full months during the fiscal year during which each Antenna was attached. At the end of each CITY fiscal year, MU will prepare and provide to CITY a list of the total number of attached antennas and the months during the previous fiscal year when said antennas were attached to a CITY street light pole. The total of monthly fees due for such attached antennas for the months during which each antenna was attached, shall be paid to CITY by MU within thirty (30) days of the end of the CITY's fiscal year.

5. REMOVAL AND RELOCATION OF ANTENNAS.

5.1 Relocation of Antennas at CITY's Request. MU agrees to relocate an Antenna, at its own expense, at CITY's direction, upon thirty (30) business days' prior written notice in situations described in subsection (a) below, and immediately in situations described in subsections (b) and (c) below, whenever CITY reasonably determines that the relocation is needed:

- (a) to facilitate or accommodate the construction, completion, repair, relocation or maintenance of City-owned Light Poles or project;
- (b) because the Antenna is interfering with or adversely affecting proper operation of City-owned Light Poles or CITY services; or
- (c) to protect or preserve the public health or safety.

CITY agrees to use reasonable efforts to recommend or advise MU of the nearest available structure to which the Antenna can be relocated. If MU shall fail to relocate any Antennas as requested by CITY in accordance with the foregoing sentence, CITY shall be entitled to relocate the Antennas at MU's sole cost and expense.

5.2 Relocation of Antennas at MU's Request. In the event MU desires to relocate an Antenna from one City-owned Light Pole to another, MU shall so advise CITY. CITY will use its reasonable efforts to accommodate MU by making another functionally equivalent City-owned Light Pole Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

5.3 Abandonment. In the event that any Antenna subject to this Agreement is abandoned and no longer placed in service for a period of six (6) months or more, MU shall promptly notify CITY, and CITY, at its option, may require MU to promptly remove the abandoned Antenna(s) at MU's sole cost and expense or dedicate the same to CITY. CITY shall not issue notice to MU that CITY intends to exercise the option to require removal or dedication of Antennas, unless and until CITY first gives thirty (30) days' prior written notice to MU to remove the Antenna(s). If MU shall fail to remove the Antenna(s) as required by CITY, CITY shall be entitled to remove the Antenna(s) at MU's sole cost and expense. MU shall execute such documents of title as will convey all right, title, and interest in the abandoned Antenna(s), but in no other MU property, intellectual or otherwise, to CITY.

5.4 Repair of Damage. Whenever the removal or relocation of Antennas is required under this Agreement, and any Facility is damaged in the process thereof, MU, at its

sole cost and expense, shall promptly repair and return the Facility, in which the Antennas are located, to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If MU does not repair the site as just described, then CITY shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of MU and charge MU for the proposed costs to be incurred, or the actual costs incurred by CITY, at CITY's standard rates. Upon the receipt of a demand for payment by CITY, MU shall reimburse CITY for such costs.

6. INDEMNIFICATION AND LIMIT ON LIABILITY.

6.1 Indemnification. MU will defend CITY from any claim for (i) death of or bodily injury to a CITY employee or third party that is caused by MU's gross negligence or intentional torts, or (ii) physical damage to tangible personal property owned by CITY or a third party that is caused by MU's gross negligence or intentional torts and will pay costs and damages awarded against CITY (or settled) in any such action that are specifically attributable to MU's gross negligence or intentional torts; subject, however, to applicable limitations of liability under paragraph 6.2 below, and under Alabama law.

As a condition to MU's indemnity obligations under this Agreement, CITY will provide MU with prompt written notice of the claim, permit MU to control the defense, settlement, adjustment or compromise of the claim and provide MU with reasonable assistance in connection with such defense. CITY may employ counsel at its own expense to assist it with respect to any such claim.

THIS SECTION CONSTITUTES MU'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CITY.

6.2 Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY MU TO CITY HEREUNDER.

7. INSURANCE.

7.1 General Insurance Requirements. MU shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance and Commercial Automotive Liability insurance protecting MU in an amount of not less than one million dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and not less than one million dollars (\$1,000,000) annual aggregate, for each personal injury liability and products-completed operations. Such insurance shall name CITY, its officers and employees as additional insureds for liability arising out of MU's performance of work under this Agreement. Coverage shall be on an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled until CITY has received at least thirty (30) days' advance written notice of such cancellation.

7.2 Certificate of Insurance. MU shall file the required original certificate(s) of insurance with endorsements with CITY, subject to CITY's prior approval, which shall clearly state:

7.2.1 Policy number; name of insurance CITY; name and address of the agent or authorized representative; name and address of insured; project name and address; policy expiration date; and specific coverage amounts;

7.2.2 That CITY shall receive thirty (30) days prior notice of cancellation, ten (10) days for nonpayment of premium; and

7.2.3 That MU's insurance is primary as respects any other valid or collectible insurance that CITY may possess, including any self-insured retentions CITY may have, and any other insurance CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

The certificate(s) of insurance with endorsements and notices, shall be mailed to CITY to the person to whom notices are directed as per Section 8 below.

7.3 Workers' Compensation Insurance. MU shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than five hundred thousand dollars (\$500,000), and furnish CITY with a certificate showing proof of such coverage.

7.4 Deductibles; Severability of Interest. Any deductibles or self-insured retentions shall be the responsibility of MU. "Cross liability", "severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

8. NOTICES. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted: (i) through the United States mail, by registered or certified mail, postage prepaid; (ii) by means of prepaid overnight delivery service; or (iii) by facsimile transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, as follows:

CITY: CITY OF MADISON
ATTN: Mayor
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

with a copy to: CITY ATTORNEY
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

MU: WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
dba Madison Utilities
101 Ray Sanderson Drive
Madison, AL, 35758

Notices shall be deemed given upon receipt in the case of personal delivery or facsimile, three (3) days after deposit in the mail, or the next day in the case of overnight courier. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

9. TERMINATION. This Agreement may be terminated by either party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails to thereafter diligently prosecute such cure to completion).

Further, this Agreement may be terminated by MU upon reasonable notice by MU to CITY in the event the Prime Contract is terminated or expires for any reason other than a default thereunder by MU.

10. MISCELLANEOUS PROVISIONS.

10.1 Assignment; Successors and Assigns. This Agreement shall not be assigned by MU nor shall MU sublet or sublicense its interest herein without the written consent of CITY having been first obtained, except MU may, upon reasonable written notice to CITY

and provided that MU is not in default under this Agreement, assign this Agreement and all of MU's rights and/or obligations hereunder (i.e., no partial assignments) to Customer provided further that such assignment shall only become effective upon the execution by Customer and the CITY of a consent and assumption agreement in form and substance mutually acceptable to said parties. Upon execution of such consent and assignment agreement MU shall be released from any and all obligations under this Agreement.

10.2 Non-Exclusivity. MU understands that this Agreement does not provide MU with exclusive use of any City-owned Light Poles and that CITY shall have the right to permit other providers of telecommunications services to install equipment or devices on City-owned Light Poles, provided such other providers' equipment will not cause interference to MU's Antennas. In addition, CITY agrees to advise such other providers of telecommunications services utilizing City-owned Light Poles of the presence or planned deployment of Antennas on City-owned Light Poles.

10.3 Entire Understanding. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

10.4 Amendments. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

10.5 Severability. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.6 Contacting MU. MU shall be available to the staff employees of CITY 24 hours a day, 7 days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Antennas on City-owned Light Poles. CITY may contact MU at telephone number 256-772-0253 regarding such problems or complaints.

10.7 Governing Law. This Agreement shall be governed and construed by and in accordance with the laws of the State of Alabama without reference to its conflicts of law principles.

10.8 Incorporation of Exhibits. Exhibits, if any, referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.

10.9 Notice of Antenna Displacement. To the extent CITY has actual knowledge thereof, CITY will attempt to inform MU of the displacement of any City-owned Light Pole on which any Antenna is located.

10.10 Waiver of Breaches. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

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

10.12 Section Headings. Section headings are included for convenience of reference only.

AUTHORIZED SIGNATURES

In order to legally bind themselves to the terms and conditions of this Attachment Agreement, the duly authorized representatives of the parties have signed their names below effective as of the Effective Date.

Water and Wastewater Board of the
City of Madison, dba Madison Utilities

City of Madison, an Alabama Municipal
Corporation

By: _____	By: _____
Emory DeBord	Paul Finley
Title: General Manager	Title: Mayor

ORDINANCE NO. 2023-241

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.

WHEREAS, on July 12 , 2023, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

STATE OF ALABAMA

COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneously herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of Ala. Code §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored

to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

STATE OF ALABAMA

COUNTY OF LIMESTONE COUNTY

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 12 AND RUNNING THENCE SOUTH 1 DEGREE 27 MINUTES EAST, ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE NORTHWEST QUARTER OF SECTION 12 AND ALONG THE CENTER LINE OF THE COUNTY LINE ROAD, A DISTANCE OF 441.8 FEET TO A POINT WHERE THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, AND THE CENTERLINE OF THE COUNTY LINE ROAD INTERSECTS THE CENTERLINE OF A GRAVEL SURFACED COUNTY ROAD RUNNING WEST; THENCE SOUTH 88 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF THE COUNTY ROAD, A DISTANCE OF 455.99 FEET TO A TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 88 DEGREES 15 MINUTES WEST, ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 155.5 FEET; THENCE LEAVING THE CENTER OF SAID ROAD, RUN SOUTH 1 DEGREE 27 MINUTES EAST, PARALLEL TO THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 300.75 FEET; THENCE NORTH 88 DEGREES 15 MINUTES EAST, PARALLEL TO THE CENTERLINE OF THE COUNTY ROAD RUNNING WEST, A DISTANCE OF 155.5 FEET; THENCE NORTH 1 DEGREE 27 MINUTES WEST A DISTANCE OF 300.75 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 1.07 ACRES, MORE OR LESS

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 2** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 25th day of September 2023.

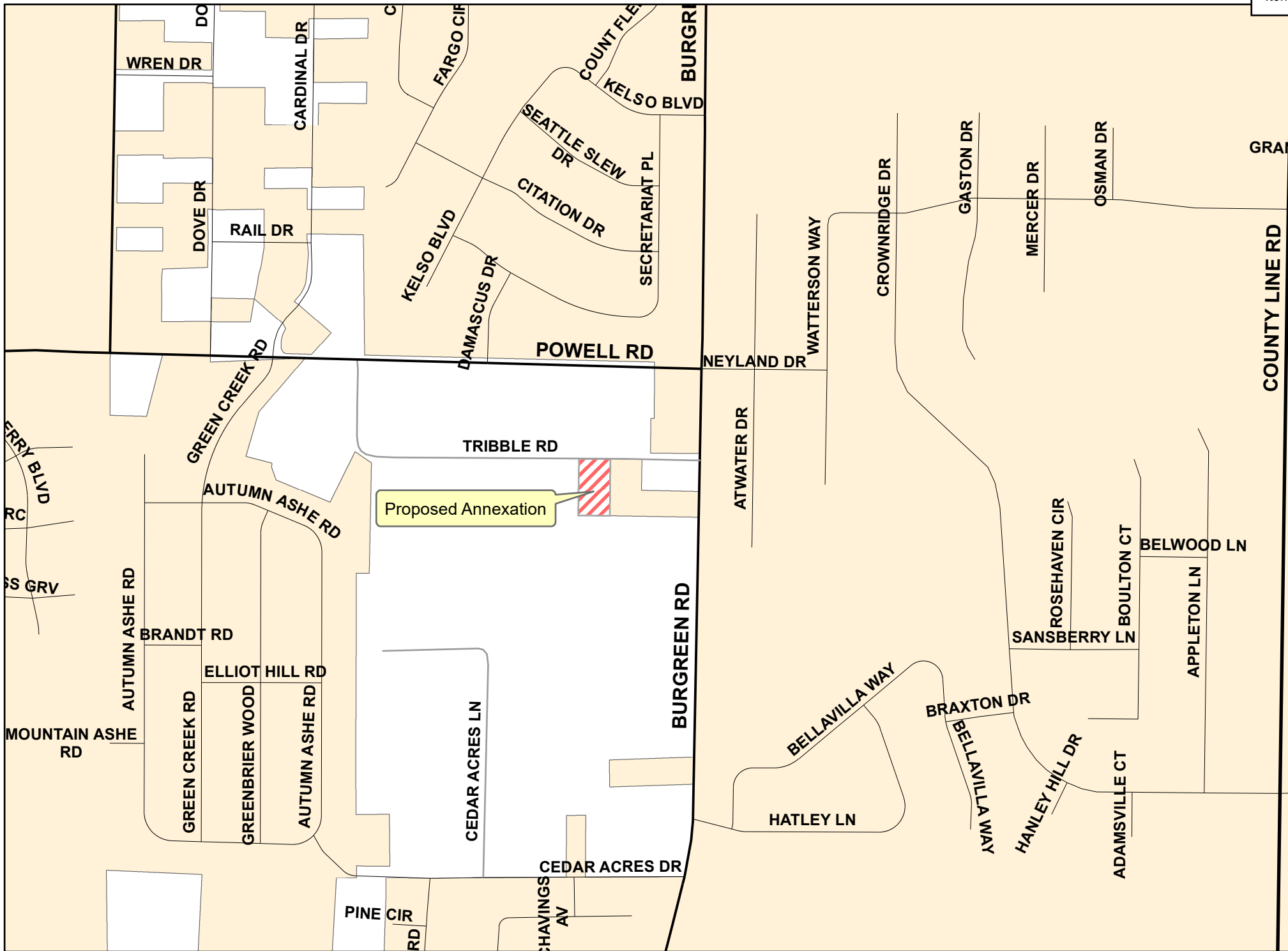
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama



29396 Tribble Road Annex

RESOLUTION NO. 2023-311-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH GILBERT,
MCLAUGHLIN, CASELLA ARCHITECTS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for professional engineering consulting services for a building proposed in the outfield of the Madison Multi-purpose Stadium, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Letter 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 Gilbert, McLaughlin, Casella Architects in a total amount not to exceed one hundred ninety-three thousand dollars (\$193,000) to be paid from the Multi-use Venue Maintenance Fund budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of September 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2023.

Paul Finley, Mayor

City of Madison, Alabama

20 September 2023

Mary Beth Broeren
 City of Madison, Director of Planning
 Madison City Hall
 100 Hughs Road
 Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect - Schematic Design Phase
Madison Multi-purpose Stadium – Outfield Building
GilMC Project # 202304.01 TFH SD

Dear Mary Beth,

Thank you for the opportunity to provide our services for the above project. This letter shall act as our agreement between Gilbert|McLaughlin|Casella Architects, PLC (“Architect”) and the City of Madison, Alabama (“Owner”) for professional design services for a building proposed to exist in the outfield of the Madison Multi-Use Stadium.

The specific description and schedule of services provided by the Architect are defined in Exhibit A “Scope of Services” and made part of this agreement.

The terms of compensation and reimbursement to the Architect for rendering these services are defined in Exhibit B, “Compensation for Services”, and made part of this agreement.

The general terms and conditions of this agreement are defined in Exhibit C, “General Conditions to Letter of Agreement”, and made part of this agreement.

If you agree with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter of Agreement between the Owner and the Architect, we will issue a schedule to identify the timing/steps for the work needed for your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter, after which the Architect reserves the right to review and /or renegotiate them with the Owner. We look forward to collaborating with you on this project. Please call me if you have any questions on the above.

Accepted by Architect:



 Jeffrey M. Casella, RA LEED AP
 Gilbert | McLaughlin | Casella architects, plc
 Date: 20 September 2023

Accepted by Owner:

 Signature/Title:

 Printed Name:

 Date:

Exhibit 'A' – SCOPE OF SERVICES**19 September 2023**

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
 Madison Multi-purpose Stadium – Outfield Building

Owner: City of Madison
 100 Hughs Road
 Madison, Alabama 35758
 Owner's Agent(s): Mary Beth Broeren, Director of Planning

Architect: Gilbert McLaughlin Casella Architects, PLC
 2305 Kline Avenue, Suite 200
 Nashville, TN 37211
 Architect's Agent: Jeff Casella R.A., Principal Architect and Member

Team: Ballcorps, LLC
 500 Trash Panda Way
 Madison, Alabama 35758

General Description

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor's bullpen which will utilize approximately 7,500 gross square feet to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create a concourse area.

Program

Level 1 - The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 9- February 2023) provided to the Architect by the Team. The structure of this project will be designed to allow for the future construction of additional levels described in Alternate 1 – Multi-Level Outfield Building of Exhibit A. In addition, a parking area to support the visiting team buses and minor modifications to the existing gate and fencing within the Limits of the Work will be included.

Schedule

The Architect will develop a Schematic Design Schedule upon the notice to proceed. Services will begin and be completed at times upon which both Parties mutually agree. Currently, we estimate the duration of the schematic design phase to be 90 days.

Limits of Work

The Design Team Limits of Work are defined by the following:

To the North: location of existing concourse level to outfield plaza along the third base line.

To the West: field edge of the visitors Bullpen and existing outfield plaza/field wall.

To the East: Limits of the Ballpark project as it relates to the North and South limits of work described herein.

To the South: The midpoint of the home bullpen.

THE DESIGN TEAM **will provide** design services from the back of the curb inward within the Limits of the Work. At the perimeter this includes small amounts of the following: drainage design, sidewalk, trees, tree grates, site Irrigation(minor modifications), field irrigation(near footprint of building- minor modifications if determined to be required), streetlights and new curbs /walks (internal to the ballpark). The path allowing for 360-degree circulation by pedestrians around the stadium within the grounds of the venue will be modified within the extents of the project area and designed to maintain connectivity. In addition, site furnishings (benches, trash receptables, etc.) will be specified by the design team.

The DESIGN TEAM **will not provide** design of any field lighting, field irrigation systems(major), scoreboard design, any new roadways, curbs, major modifications or any additions to the existing storm water systems (concerning major piping, retention and or water quality) servicing the stadium or surrounding development, traffic signals and controls (if required), parking signage (post mounted signage with instructions on time limits, available hours of parking, etc.), sewers and storm inlets outside the construction limits, nor will the design team design major changes to the existing stadium to support the needs of the proposed outfield building.

Design Team Schematic Design Phase Services

Architectural Design

- Architectural Narrative – project description
- Schematic Building plans, building sections, exterior elevations, door schedule
- Schematic Interior Design (type of material and allowances) included in the Schematic Design Phase Architectural Narrative

Structural Engineering

- Schematic Frame Design including floors, columns, beams and bracing
- Schematic Structural concrete design including floors and retaining walls

Mechanical, Electrical, Plumbing, Fire Protection (SD Narrative for System descriptions)

- HVAC design and code required energy design
- Electrical design including site electrical within the limits of the LIMITS OF THE WORK
- Plumbing Design
- Grease Interceptor Design
- Foodservice utility distribution plans not including portable services
- Fire Protection design to include areas to be sprinklered and alarmed (actual working drawings showing head locations, etc. will be completed by the Fire Protection Contractor per a performance specification)
- Design for in wall conduit (with pull strings) and j box for data/phone
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demark locations or to the existing rooms in the existing facility
- Gas will be indicated to be brought to a new meter (location to be determined)
- Electrical service will be coordinated with the local utility provider to determine the location of transformer and other necessary electrical support equipment (main switch and meter).

Civil Engineering / Landscape Architecture

- Develop grading design
- Design utility extension from point of service to 5' from building for sanitary (sewer), water for domestic and fire protection
- The Civil Landscape package will include site plan, grading and drainage plan, utility plan and fire access plan
- Irrigation / Plant selection for landscape areas (expected to be minor in nature) – both via identification of allowance for each in the narrative.

Food Service

- Schematic Design equipment plan showing equipment, flow of personnel and goods

Schematic Design Code Review

- Architect – provide schematic egress plans and schematic design level code review of the new building
- Architect – Review the preliminary Life Safety plans with the city plans reviewer and fire marshal
- Civil Engineer – Provide Fire Access plans for review with Madison Fire and Rescue

Schematic Design Scope of Work

The Architect shall prepare schematic design documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical, plumbing, fire-protection and other special necessary systems as outlined in the Design Team Schematic Design Phase Services.

The Architect shall coordinate the architectural design with the Owner's, the Team's, and the Architect's consultants.

The Architect shall prepare and submit materials, attend meetings, and make presentations required to obtain City and Team approval.

The Architect shall visit the site with his Consultant team. The Architect shall attend meetings in Madison with the Team and the City during the Schematic Design Phase. We have allotted a total of ten trips within our reimbursable expenses as defined by Team Member and number following:

Architect:	4 visits – (1 informational gathering meeting , 3 design/presentation meetings with the Team and City)
Interior Designer:	1 visit – (information gathering meeting)
MPE FP Engineer:	1 visit – (information gathering meeting)
Structural Engineer:	1 visit – (information gathering meeting)
Food Service:	1 visit – (information gathering meeting)

The Architect shall work with the Construction Manager to review the CM's estimate and review with the City and the Team.

The Architect shall review the design with the City and Team and adjust, as necessary.

After completion of the Schematic Design Phase, the Architect will submit the schematic design set to the City and the Team. The design team will participate in reviews of the schematic design documents with the City and the Team.

If the cost estimate exceeds the allowable budget, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owners Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, and the Architect shall incorporate the accepted Value Engineering Opportunities into the design as part of the work of the next phase.

The following items are not included in Basic Design Service but Gilbert | McLaughlin | Casella Architects, PLC will if requested by the Team and Owner provide amendment(s) to this agreement to allow the following additional services to be added to our scope.

- AV Design
- Security System Design
- IT System Design
- Sound Design
- Wayfinding and Signage Design
- Furniture Selection
- Furniture Procurement
- Cost Estimating
- Coordination of permitting for the project
- Submittal of documents for Site Plan Approval
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

ALTERNATE NO 1: MULTI-LEVEL OUTFIELD BUILDING

All information provided in ATTACHMENT A will pertain to ALTERNATE NO 1: MULTI-LEVEL OUTFIELD BUILDING unless noted otherwise as described by the following:

General Description

The project shall be a four-story building located along the outfield line adjacent to the third base foul pole and visitor's bullpen. which will utilize approximately 20,500 gross square feet of conditioned space and 7,400 gross square feet (gsf) of non-conditioned space. The primary use/program of each level is outlined as follows:

Program

Level 1- The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 9- February 2023) provided to the Architect by the Team.
 Level 2- Interior and Exterior Group Spaces (covered and uncovered) with support functions
 Level 3- Patron Suites with support functions
 Level 4- Party Deck Level (covered and uncovered areas) with support functions

The Owner has directed to the Architect that the design of additional parking to support fans and staff of levels 2, 3 and 4 of the new building will not be required and will be absorbed into the current parking allocation of the site.

END OF EXHIBIT A

Exhibit 'B' – COMPENSATION FOR SERVICES

20 September 2023

Madison Multi-purpose Stadium – Outfield Building
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

The Owner agrees to pay Gilbert | McLaughlin | Casella Architects, PLC compensation for the Scope of Services described in Attachment A as follows:

FEES – BASE SCOPE OF SERVICES

Schematic Design Services will be compensated as:
A lump sum of \$178,500.00 (One hundred seventy-eight thousand five hundred dollars and zero cents).

Reimbursable Expenses for the Schematic Design Phase are in addition to the Fees for the Base Scope of work and are anticipated to be as outlined below:

Estimated Travel Expenses:	\$10,000.00
Survey(Non-ALTA)	\$1,500.00
Printing:	\$3,000.00
Total Estimated Reimbursable Expenses	\$14,500.00
	(Fourteen thousand and five hundred dollars and zero cents)

Additional Services / Hourly Rates
See Exhibit B1.

END OF EXHIBIT B

Exhibit 'B1' – ADDITIONAL SERVICES / HOURLY RATES**20 September 2023****Madison Multi-purpose Stadium – Outfield Building****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758**

Additional Services requested by the Owner and the Team, not currently included in this agreement, can be provided by the Architect if requested by the Owner. Additional Services, depending on the complexity and type of the services being requested will be negotiated on a lump sum basis or per occurrence based on the time and hourly rates as outlined following.

$$(\text{Time Spent(hours)} \times \text{Hourly Rates}(\$/\text{hour}) = \text{Additional Cost}$$

Gilbert | McLaughlin | Casella Architects, PLC

Principal Architect/Project Manager	\$195.00/hr.
Senior Project Architect	\$145.00/hr.
Project Architect	\$135.00/hr.
Project Designer	\$135.00/hr.
Architectural Intern-(Level II)	\$95.00/hr.
Architectural Intern-(Level I)	\$90.00/hr.
Administrative Assistant	\$70.00/hr.

Casella Interiors

Principal Interior Designer	\$155.00/hr.
Senior Interior Designer	\$105.00/hr.
Senior Project Designer	\$95.00/hr.
Project Designer	\$85.00/hr.
Junior Designer	\$65.00/hr.

Mullins, LLC

Principal Engineer	\$210.00/hr.
Professional Engineer	\$195.00/hr.
Engineer Intern	\$125.00/hr.
Civil Designer	\$100.00/hr.
Professional Land Surveyor	\$175.00/hr.
3-man survey crew	\$200.00/hr.
2-man survey crew	\$175.00/hr.
Professional Landscape Architect	\$170.00/hr.
Landscape Architect Intern	\$110.00/hr.
Landscape Designer	\$90.00/hr.
CAD Draftsman	\$90.00/hr.
Clerical	\$70.00/hr.

Structural Design Group, P.C.

Principal	\$200.00/hr.
Senior Engineer	\$160.00/hr.
Engineer	\$120.00/hr.
Senior Project Coordinator	\$120.00/hr.

CAD Draftsperson	\$85.00/hr.
CA/Field Engineer	\$135.00/hr.

Power Management Corporation

Principal Engineer	\$225.00/hr.
Senior Professional Engineer	\$155.00/hr.
Design Engineer II	\$145.00/hr.
Design Engineer I	\$135.00/hr.
Senior Designer	\$135.00/hr.

The Willingham Company

Food Service Designer	\$150.00/hr.
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Hourly rates may be adjusted due to salary increases.

END OF EXHIBIT B1

Exhibit 'C' - TERMS AND CONDITIONS**20 September 2023**

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building

Billings and Payments

Invoices for services shall be submitted monthly, unless otherwise stated. Invoices are due when rendered and shall be considered past due if not paid within thirty (30) days after issue date. If the invoice is not paid within forty-five (45) days, the Architect may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. The client will have ten (10) working days from the receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, the said invoice will be deemed accurate.

Late Payments

Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account, or any portion thereof, remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to: expense of transportation in connection with the project; expense of renderings, models and mockups requested by the Owner; expenses in connection with authorized out-of-town travel; meals in connection with travel; fees paid for securing approval of authorities having jurisdiction over the project; expense of deliveries; expenses of reproduction (drawings, and specifications) and other documents; expenses for postage and handling of drawings. All payments to be made by the Owner shall be increased by the addition of applicable Sales and Use Taxes, if any. Subject to the stated expenses in Exhibit B. All reimbursable costs shall be invoiced to the Owner at 1.15 times the direct cost incurred by the Architect. Mileage charges for automobiles shall be invoiced at prevailing rates established by the IRS times 1.15 to cover coordination and administrative expenses.

Suspension of Work

If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act shall not be deemed a breach of this Agreement. In the event of the suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. Continued performance and or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Owner.

Special Consultants

Special Consultants or Sub-Contractors are those who provide services other than those provided by customary consultants as defined in AIA Document B141, Standard Form of Agreement between Owner and Architect. If it is requested that the Architect retain any Special Consultants or Sub-Contractors on the Owner's behalf, their charges will be submitted to a 15% markup. Invoicing and payment shall be as in other clauses within this document.

Separate Consultants

If the Owner separately engages a firm or firms to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency of the services of the separately engaged firms.

Construction Cost Estimates

As the Architect has no control over construction costs or contractor's prices, any construction cost estimates by the Architect are made on the basis of the Architect's experience and judgement as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids, or costs will not vary from the Architect's estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the Owner, the Architect shall be entitled to rely on the information provided, and assume the accuracy of the information provided. The modification of the Contract Documents shall be the limit of the Architect's responsibility relating to construction cost issues.

Access to The Site/Jobsite Safety

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Client understands that the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

Owner's Responsibilities

The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project which the Architect may request, including but not limited to, surveys, soils investigations, and program data. The Architect is entitled to act in reasonable reliance upon the information provided by the Owner. The Owner shall furnish the required information or services as expeditiously as necessary for the orderly performance of the work. If the Owner becomes aware of any fault or defect in the Project or the Architect's services, the Owner shall promptly notify the Architect.

Photography

The Architect shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise the Owner's business interests. The costs incurred for photography commissioned by the Architect shall be paid by Architect except in the event Owner requests copies for its own use. The Owner shall then share in the mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, the Owner grants the Architect the unlimited right to publish photographs of the project as described above.

ADA

With respect to the Americans with disabilities Act ("ADA"), Owner acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. The Architect will use its reasonable professional efforts to interpret applicable ADA requirements and to advise the Owner in this regard. However, the Architect cannot warrant or represent that services provided under this Agreement will result in full project compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if the Owner requires that the construction of the project deviate from the Architects' reasonable judgment and understanding of the provisions of the ADA, the Owner shall defend, indemnify, and hold Architect harmless from any claim based on such deviation.

Hazardous Materials

No services will be provided with regard to the detection, removal, disposal, or storage of asbestos, and other hazardous materials. The Owner shall be responsible for the detection, removal, and disposal of all hazardous materials, toxic wastes, asbestos, and pollutants at the Project site in accordance with applicable law. The Owner shall indemnify and hold the Architect and the Architect's principals, employees, agents and consultants harmless from and against any and all injuries, losses, liability, damages or claims of any nature whatsoever relating to asbestos in the Project, including, without limitation, the costs, expenses and attorneys' fees which the Architect, the Architect's principals, employees, agents and consultants may at any time sustain or incur by reason of any of the foregoing. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnify, or otherwise against the Architect, or the Architect's principals, employees, agents, or consultants relating to hazardous materials in the Project.

Mold

The Owner acknowledges that mold is a naturally occurring phenomenon that can be attributed to many causes, including, but not limited to, building design, construction, maintenance, or operation. The Owner also acknowledges that traditional insurance coverage may not be available to the construction industry to defend and indemnify mold-related claims and costs. Therefore, in consideration of the Architect's performance of this agreement, the Owner waives any claims against the Architect, whether in contract or tort, for special, indirect, or consequential damages, or for defense or indemnity, which arise from mold-related damages. The Architect's obligation for its negligence or breach of contract is limited solely to re-design, as necessary, to remedy a design error which is determined to be the sole cause of mold contamination. The Owner acknowledges that moisture and mold prevention requires appropriate design, construction techniques, and building operation and maintenance. The Owner assumes responsibility for the maintenance of the building and/or monitoring for leaks, humidity, and moist conditions after occupancy.

Insurance

The Architect will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of employees or for any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Owner with Certificates of Insurance and endorsements naming the City as additionally insured (except with respect to Workmen's Compensation and Professional Liability) and stating the coverages and limits of liability of the insurance that will be admitted for protection from claims arising out of the performance of the professional service and caused by any negligent acts, errors, or omissions for which the Architect may be legally liable. The Architect shall maintain the following maximum amounts of insurance during the term of this agreement:

Workmen's Compensation-	Statutory
Employers' Liability Insurance-	\$100,000
Commercial General Liability (CGL) -	\$1,000,000
Automobile Liability (CSL) -	\$1,000,000
Professional Liability -	\$1,000,000

Standard of Care, Disclaimer of Warranties

The Architect shall be required to perform services in connection with the Project in accordance with the standard of professional care, regardless of any other or conflicting provisions or terms of the Architect's proposal, the parties' correspondence, this Agreement, or any other statements or representations made by the Architect at any time. The Architect provides a professional service only, and provides no warranties, express or implied, in any way related to its services.

Indemnifications

If any claim is brought against either the Owner or Architect by any third party, relating in whole or in part to the negligence of the Owner or Architect, each party shall indemnify the other against any loss or judgement, including attorneys' fees and cost, to the extent that such loss or expense is caused by the party's negligence.

Disputes Resolution

All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof may be presented to non-binding mediation, subject to the parties agreeing to a mediator.

No Deduction

No deduction shall be made from the Architect's compensation on account of claims of negligence or errors for omissions in performance of professional services by the Architect, except pursuant to a judicial award.

Waiver for Consequential Damages

Neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages, including but not limited to, any lost profits, cost revenues, lost savings, or harm to business) arising out of our relating to either party's performance or nonperformance under this Agreement.

Third-Party Beneficiaries

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 Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Ownership of Documents

Documents prepared by the Architect for this Project are for use solely with respect to this Project. The Architect shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing with the Architect.

Added Value/ Betterment

In the event that the Architect negligently omits any necessary portion of the Project from the plans or specifications, the measure of damages sustained by the Owner shall be the cost of installing the omitted work, less the amount the work would have cost if it had been included in the plans and specifications and priced by the Contractor as part of the base cost of construction. In no event shall the Architect be responsible for any cost or expense that adds value, provides betterment, upgrade, or enhancement of the project.

Termination for Convenience

Notwithstanding any other provision of this Agreement, both parties shall have the right to terminate this Agreement for convenience and without cause upon 14 days written notice to the other party. In the event of termination not the fault of the Architect the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursables.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Owner and the Architect the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect, total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out to this agreement from cause or causes, shall not exceed the amount of our fee or Fifty Thousand (\$50,000.00) dollars, whichever is smaller for any claim arising out of the Architect's negligence. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising.

Unauthorized Changes to Plans

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable, makes or permits to be made any material changes to any reports, plans, specifications, or other documents prepared by the Architect without first obtaining the Architect's written consent, the Owner shall assume full responsibility for such changes. The Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, to the fullest extent permitted by law, the Owner agrees to indemnify, defend, and hold harmless the Architect, its officers, directors, owners, employees, and subconsultants, from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Owner further agrees to include in any contracts for construction appropriate language that prohibits the Contractor and its subcontractors from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify, defend, and hold harmless both the Architect, its officers, directors, owners, employees, and subconsultants, and the Owner from any liability or cost arising from such changes made without proper authorization.

Construction Supervision

The Architect shall have no authority or responsibility to supervise any aspect of the construction or the construction workforce. Construction supervision shall be the sole responsibility of the Contractor.

Renovations, Additions, and Adaptive Reuse

In the event the project involves renovation of, addition to, and/or adaptive reuse of an existing building or structure, the parties acknowledge that the Architect must make certain assumptions regarding existing conditions that may not be verifiable without the Owner expending substantial sums of money and/or destroying otherwise adequate or serviceable portions of the existing building or structure. For this reason, to the fullest extent permitted by law, the Owner agrees to indemnify, defend, and hold harmless the Architect, its officers, directors, owners, employees, and subconsultants against all claims, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the services performed under this Agreement, except for liability arising from the Architect's sole active negligence or willful misconduct.

Record Documents

Time and expenses necessary to prepare Record Documents shall be billed as an Additional Service. Record documents shall reflect information provided by the Contractor regarding changes made during construction and shall be general and schematic in nature. The Architect shall be entitled to rely on the accuracy of all information provided by the Contractor for this purpose, and therefore shall not be responsible or liable for inaccuracies that may exist in the Record Documents.

Consultants

Consultants other than those outlined to be included in our Base Services will be included as needed and agreed to by the Owner and Architect. Their costs will be billed to the Owner at a multiplier of 1.15 the direct cost incurred by the Architect.

Assignment

Neither party may assign its interest in this agreement to any other person or party without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between parties with respect to the Project and may be amended only by a written document signed by both parties.

Applicable Law

Unless otherwise provided, this agreement shall be governed by the law of the State of Alabama.

END OF EXHIBIT C

ORDINANCE NO. 2023-314

AN ORDINANCE AMENDING CHAPTER 8 OF THE MADISON CITY CODE

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

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

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

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

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

“Sec. 8-26. Appeals

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

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

“Division 4. Murals

Sec. 8-98.75. Definitions.

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

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

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

Sec. 8-98.76. Location - generally.

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

Sec. 8-98.77. Permit Required.

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

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

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

Sec. 8-98-79. Specific Mural Requirements

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

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

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

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

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

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-315

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

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

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

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

“ARTICLE VI. MURAL ADVISORY BOARD

Sec. 28-250. Purpose.

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

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

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

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

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-308-R

WHEREAS, the City of Madison Police Department acquired K-9 Officer Bruno in January of 2017; and

WHEREAS, in his six (6) years with the department, Bruno has significantly contributed to the resolution of numerous cases and, along with his handler and partner, Officer Adam Lawson, has been instrumental in the seizure of illegal drugs, as well as money related to the sale and distribution of illegal drugs; and

WHEREAS, Bruno has reached the end of his career as a K-9 officer and is no longer needed by the City for law enforcement or municipal purposes; and

WHEREAS, the Madison Police Department wishes to release Bruno from his drug enforcement responsibilities and allow him to retire and live with his long-time partner, Officer Adam Lawson

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that K-9 officer Bruno is no longer needed for municipal purposes and that he is hereby retired; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the K-9 Purchase Agreement attached to this resolution.

READ, APPROVED, and ADOPTED this 25th day of September 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September, 2023.

Paul Finley, Mayor
City of Madison, Alabama

K-9 PURCHASE AGREEMENT

This K-9 Purchase Agreement ("Agreement") is made by and between the City of Madison, Alabama, a municipal corporation, ("City") and Officer Adam Lawson ("Officer").

WITNESS TO:

WHEREAS, Officer is an employee of the Madison Police Department and has, in conjunction with his assignment as a K-9 Handler, been given the care, custody, and control of a police K-9 dog named "Bruno" (Dog); and

WHEREAS, Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer; and

WHEREAS, the sale or transfer of Dog to a person other than Officer could potentially expose the City to liability based upon the possibility that Dog may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based upon prior training; and

WHEREAS, Officer has been Dog's handler since its purchase in January of 2017, and the Chief of Police recommends its sale and purchase subject to the conditions specified in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of the Dog upon execution of this contract and payment of \$1.00.
2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any and all other expenses that arise out of Officer's ownership of Dog.
3. City will have no further responsibility or liability for Dog or Dog's care with the exception of unpaid veterinary expenses incurred up to the date of this Agreement.
4. Officer shall defend, indemnify, and hold harmless the City and its officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises out of, or is in any way related to, Dog or Officer's actions with Dog outside the course and scope of employment its employment with the City.
5. Officer waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Officer's ownership and possession of Dog.

6. Dog shall never be used as a K-9 dog in any capacity or for any other police purpose, or in private security or in any government contractor capacity.
7. This agreement constitutes the entire understanding of the parties.

Adam Lawson **Date**
Officer

Paul Finley **Date**
Mayor

ATTEST:

Lisa D. Thomas **Date**
City Clerk-Treasurer